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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere an order for transfer of 125 actions from the lists of NORTH, STIRLING, KEKEWICH, and ROMER, JJ., to Mr. Justice BYRNE for the purpose only of hearing or of trial.

WE PRINT elsewhere an order providing for the marking of causes or matters in the Chancery Division commenced in the Liverpool or Manchester District Registry with the name of Mr. Justice BYRNE, and for the transfer to that learned judge of all causes and matters in the Chancery Division now proceeding in the above-mentioned District Registries, except two actions named in the order.

IT IS STATED that Mr. Justice ROMER and Mr. Justice BRUCE have been appointed members of the Rule Committee in the places of Sir E. KAY and Lord Justice CHITTY. We do not profess to understand why the latter learned judge should vacate his office on appointment to the Court of Appeal, and we think it is matter for great regret that the Rule Committee will lose his services.

ON WEDNESDAY last, in rejecting the appeal of a solicitor who had been struck off the rolls in pursuance of a finding of professional misconduct by the Statutory Committee, Lord ESHER, M.R., took occasion to remark that "he could say, from a long and exceptional experience, that it was impossible to find a tribunal which exercised its functions with greater care and diligence than the Statutory Committee. When the Committee, after a careful inquiry, had found that a solicitor had acted in a dishonourable way, it was most difficult to induce the court to say that those findings were not true in fact. The Committee had to say whether the conduct of the solicitor towards his client was up to the high standard of honour which was required of members of the profession or was contrary to it."

WE FEAR there is need for a good deal of energetic effort if

the promised reconsideration this year by the Government of the clause introduced into last year's Finance Bill enabling the payment to the Incorporated Law Society of sums out of the certificate duty of solicitors, is to result in favour of the clause. On a question being asked on Tuesday in the House of Commons with regard to the reduction of the duty payable by Irish solicitors, the Chancellor of the Exchequer is reported to have said that he had had the matter of the duty on solicitors under his consideration last year, and he made a proposal to the House with regard to it which was "not very favourably received." We do not understand this remark. The fact was that Sir W. HARCOURT objected that sufficient time had not been given for consideration of the clause, which came on for discussion very late in the evening and after much debate on other clauses.

THE ISSUE of the remarkable probate case of *Browning* v. *Mostyn* reminds us of a remark once made by Sir JAMES HANNEN, that probably the mind of no person can be said to be perfectly sound, just as the body of no person can be said to be perfectly sound (*Burdett* v. *Thompson*, L. R. 3 P. & D. 72, note). The doctrine is a little alarming to ordinary persons, but it is in favour of testators. The law makes allowance for a good deal of unsoundness before it denies a man disposing capacity. The question, continued Sir J. HANNEN, is whether there was such a degree of unsoundness of mind as to interfere with those faculties which ought to be brought into action in making a will. With this remark may be taken the *dictum* of COCKBURN, C.J., in *Banks* v. *Goodfellow* (L. R. 5 Q. B., p. 565), referred to by BARNES, J., in the recent case in his summing up, that it is essential to the exercise of the testamentary power that the testator should understand the nature of the act and its effects; should understand the extent of the property of which he is disposing; should be able to comprehend and appreciate the claims to which he ought to give effect; and that no disorder of the mind should poison his affections or pervert his sense of right. But assuming there is capacity of this nature, the law leaves the testator perfectly free. In the view of the jury Mr. CONINGHAM possessed it, notwithstanding his weakness and folly, and it would apparently have been sufficient to support a much worse will than that which he actually made.

DURING THE hearing of an appeal (*Re Maule, Chester* v. *Maule*), recently in the Court of Appeal, on the construction of a will, one copy only of the will was furnished by the appellant for the use of the court. Lord Justice LINDLEY protested strongly against this; he said it was impossible for the court to do its work satisfactorily where one copy only of a will or other document to be construed was furnished for the use of the court. Lord Justice A. L. SMITH added that frequently he had had to borrow a copy from counsel, which, as he knew from experience, was a very inconvenient course. Counsel apologized to the court, and explained that the reason why one copy only had been furnished was that the will was a very lengthy one (about eleven brief sheets), and the taxing-masters were chary in allowing the cost of three copies where the estate was small. The registrar said that he would convey to the taxing-masters this expression of opinion from the court. One would scarcely have thought that such an intimation to the taxing-masters would have been necessary, seeing that precisely the same point arose ten years ago in the Court of Appeal on the construction of a will where one copy only was furnished for the use of the court, see *Re Randell, Hood* v. *Randell* (56 L. T. N. S. 8). In that case COTTON, L.J., said that three copies of every material document ought to be furnished, and the costs of those copies ought to be allowed by the taxing-masters. A notice was also issued on the 21st of November, 1881, directing (*inter alia*) that three copies of pleadings or other documents showing the nature of the appeal must be lodged in the Lords Justices' Clerks' room, No. 350, at least one week before the appeal is likely to be in the daily cause list. In one case, *Cannot* v. *Oppenheim* (38 W. R. 1), where the necessary copies were not supplied, the court ordered the appeal to stand over, and the appellant to pay the costs of the adjournment. By the action of the taxing-masters, appellants' solicitors seem to have been on the horns of a dilemma; but any doubt there may have been on the subject will now have been removed by the recent decision.

IN ANOTHER column we print a further communication from Mr. SPENS on the question of service of English originating process in Scotland. The first contention which our correspondent puts forward has reference to a supposed difference between the English and Scotch courts in the matter of jurisdiction. He is under the impression that in England jurisdiction depends on ability to serve, whereas he informs us that in Scotland the jurisdiction of the court does not depend in any way upon ability to serve. It is a difficult matter, no doubt, for English and Scotch lawyers to comprehend one another's procedure, but if we understand our correspondent's assertion aright, the position it discloses is simply amazing. We have shewn that a Scotchman has a free right to serve any Scotch legal process on an Englishman in England by post, whilst an Englishman suing in the English High Court is denied the right to serve a Scotchman in Scotland with any process other than a writ of summons, and even in the case of a writ is tied down by stringent limitations. If we rightly understand Mr. SPENS' statement, it amounts to this, that the jurisdiction of the Scotch court is quite independent of any service at all, so that a Scotchman might sue an Englishman and the Scotch court might deal with the action quite apart from the trifling preliminary of serving the Englishman with the originating process. It appears, therefore, that the Scotch court has provided that a copy of the writ or summons or petition should be sent by post to an English defender as a mere matter of grace. We fear that English "defenders" will find it hard to raise any very enthusiastic feelings of grateful approval of this method of dealing with their interests.

AS REGARDS his second point, our correspondent is evidently under a misapprehension. He says that "it is not reasonable to ask Scotsmen to allow their rights with reference to the courts they are to be sued in to be interfered with by rules made by the English judges." Now, as a matter of fact, no one has asked Scotsmen to allow anything. They have no more voice in the matter than Englishmen had when the Scotch judges made their rules for service of Scotch process on Englishmen. We are calling upon our judges to provide in the new code of rules now under consideration that originating summonses and petitions should be documents which may be served in Scotland in the same manner as a writ of summons. There cannot be any question as to the absolute power of our judges to make such a rule. The Scotch judges have provided that every Scotch process may be served on Englishmen in England and Ireland. The Irish judges have provided that Irish originating processes of various kinds may be served in England and Scotland. The English county court judges have provided that their summonses may be served wherever and however they may direct. We have given full and conclusive proof of all these statements in our articles on this subject (*ante* pp. 123, 183, 204). We did not offer this proof to shew that the English judges had power to go and do likewise. Not at all. The power to do so is not in dispute. But our judges have hitherto, "as a mere matter of grace," refrained from doing so on account of a supposed susceptibility on the part of Scotchmen. We have been at pains to shew our judges that their act of grace was misplaced, because the very people who claimed a continuance of it had put themselves completely out of court by assuming for themselves the very right which they have endeavoured to prevent others from obtaining. We do not doubt for a moment that the facts disclosed in our articles have already drawn the teeth of the Scotch opposition to a rule of the Supreme Court allowing originating summonses and petitions to be served in Scotland. When the Scotch opposed it before, the facts we have now disclosed were not known to English lawyers. If they oppose it again, they can be referred to their own rules on the subject, which will prove to any reasonable man how absolutely untenable is the ground of their opposition.

It is a little surprising at the present day to find that a question can be raised with regard to the rights and obligations of innkeepers at common law which is not covered by authority. Such, however, was the case in *Lamond* v. *Richards and the Hotel Metropole Co.* (reported elsewhere), which was an action to recover damages from the proprietors of the Hotel Metropole at Brighton for unlawfully turning the plaintiff out of the hotel. The defence was twofold: first, that the defendants were justified in their action by the behaviour of the plaintiff in the hotel. On this point the county court judge found in the plaintiff's favour. Secondly, the defendants said that the plaintiff had been in the hotel for nine months, and had expressed her intention to remain there till it was burnt down; and on these facts it was argued, and the judge held, that the plaintiff had ceased to be a traveller or wayfarer, and that the defendants were therefore under no obligation to let the plaintiff remain in their hotel. The Divisional Court upheld the ruling of the county court judge on this point. The argument for the plaintiff was that if a person once became a guest at an inn he could remain as long as he liked; and that the innkeeper's obligation to receive all who present themselves at an inn is not confined to travellers in the strict sense of the word. There is authority for saying that an innkeeper's lien attaches, although the guest is not a traveller (*Allen* v. *Smith*, 10 W. R. 646); and in Bacon's Abridgment, tit. Inns and Innkeepers, it is stated that an action will lie against an innkeeper for loss of a guest's goods, although, being at the end of his journey, the guest is no longer "*transiens*"; but we believe there is no direct authority on the question of an innkeeper's obligation to permit a guest who is not a traveller to remain in the inn as long as he likes. In Bacon's Abridgment it is said that "the duty of innkeepers extends chiefly to the entertaining and harbouring of travellers." In *Thompson* v. *Lacy* (3 B. & Ald. 283) Bayley, J., defines an inn as "a house where the traveller is furnished with everything which he has occasion for while upon his way." On the other hand, in the same case, Best, J., says that the owner of an inn holds out that he will receive all travellers and "sojourners" who are willing to pay an adequate price for accommodation. There is an early case (*R.* v. *Luellin*, 12 Mod. 445), in which an indictment against an innkeeper for refusing to receive a person suffering from small-pox was held to be bad for not averring that the person was a traveller. In the present day the fact that the would-be guest had small-pox would probably be held to be a sufficient reason for refusing admittance. The Divisional Court regarded the question as covered by *Reg.* v. *Rymer* (2 Q. B. D. 136), in which case Kelly, C.B., referring to *R.* v. *Luellin*, does appear to adopt the view that the person demanding refreshment or lodging must be a traveller. But it should be observed that in that case the refusal to supply accommodation occurred in a refreshment bar which was separated from, although under the same roof and licence as, an hotel; and in the earlier part of the judgment, which was given in favour of the defendant, Kelly, C.B., expressly says that, if the prosecutor (who was not a traveller) had been refused accommodation in the hotel, the case might have been different. That decision does not, therefore, appear to be a very strong authority on the present case. Apart from any question of authority, the decision of the Divisional Court was certainly reasonable, for the contention of the plaintiff apparently was that a visitor had a right to remain in a hotel for the rest of his life, and even to marry and bring up his family there. It must be borne in mind, moreover, that whatever rights the guest has in this respect may be enforced by indictment as well as by action (*R.* v. *Lyons*, 7 C. & P. 213).

It has been conclusively established, so far as it rests with the Court of Appeal, that an auditor of a company who is appointed under the provisions of section 7 of the Companies Act, 1879, or under articles of association containing clauses similar to those relating to audit in Table A, is an "officer" of the company, and as such is liable to have a misfeasance summons taken out against him under section 10 of the Companies (Winding-up) Act, 1890. Section 7 of the Act of 1879, which refers only to banking companies, requires that the auditor shall be elected annually by the company in general meeting, and speaks of the "office" of auditor. Similar provisions and language are used in Table A. Hence it was held by the Court of Appeal in *Re London and General Bank* (43 W. R. 481; 1895, 2 Ch. 166), upon the Act of 1879, and in *Re Kingston Cotton Mill Co.* (44 W. R. 210; 1896, 1 Ch. 6), that an auditor so elected ranks as an officer. He is appointed by the company, observed Lindley, L.J., in the former case, he is paid by the company, and his position is described in the Act as that of an officer of the company. But in *Re Western Counties Bakeries and Milling Co.* (*Limited*), Stirling, J., has had to deal with the case where an accountant, without having been formally appointed auditor by the company, has in fact discharged the duties of the office. By arrangement with the chairman, a member of a firm of accountants was called in to prepare a balance-sheet for the year 1888, and in the following year to audit the accounts. In each year the firm signed a certificate that the balance-sheet shewed correctly the financial position of the company. The liability under section 165 of the Act of 1862 (to which section 10 of the Act of 1890 corresponds) of an officer *de facto*, though not *de jure*, was considered by Jessel, M.R., in *Coventry & Dixon's case* (28 W. R. 775, 14 Ch. D. 660) with respect to directors. There, under articles which provided that the office of director should be vacated if he ceased to hold his qualification, directors had been appointed and had acted without ever having obtained their qualification, and Sir George Jessel held that they could not deny in a court of justice that they were really entitled to occupy that position; in other words, he held that a *de facto* director was a director for the purposes of section 165. At first sight, no doubt, there seems to be a strong analogy between such a case and the position of the accountants in the present case. There is an office, whether of director or of auditor, which ought to be filled, and a person, it may be said, is found to be in fact filling it. On the strength of the analogy Stirling, J., decided against the accountants. But surely this is ascribing too great importance to the circumstance that they casually acted in the office of auditor on the instructions of the chairman. The office of director involves continual oversight, and it may well be that actual occupation of the office will supply the want of regular appointment; but the office of auditor lacks this element of continuity, and upon a reasonable view it would seem that the decisions of the Court of Appeal cited above are only applicable when a proper appointment to the office has been made.

Actions for infringement of copyright are very common, but it is seldom that we hear of proceedings being taken in a court of summary jurisdiction for this offence. Recently, however, a man was convicted at a London police court of pirating well-known pictures by the late Lord Leighton and other eminent artists. The pictures were apparently coloured photographs of prints of these pictures. The defendant was convicted, and ordered to pay a substantial sum as penalty. The proceedings were taken under the Copyright (Works of Art) Act, 1862 (25 & 26 Vict. c. 68). Section 6 of this Act provides that if any person shall, without the consent of the proprietor of the copyright, "repeat, copy, colourably imitate, or otherwise multiply for sale, hire, exhibition, or distribution" any painting, drawing, or photograph subject to copyright, he shall forfeit to the proprietor a sum not exceeding £10, and also forfeit all existing copies of the picture in question. A like penalty is incurred also by any person who, knowing that a picture has been unlawfully multiplied, sells, publishes, or exhibits the copies, or imports them into this country. The Act further provides (section 8) that the penalties incurred may be recovered either by action or by summary proceedings "before any two justices having jurisdiction where the party offending *resides*." This last word may cause considerable trouble. As a general rule, an offender liable to the summary jurisdiction of magistrates must be tried in the county or place where the offence was committed. It appears, however, under this Act, that if a person is charged with hawking pirated pictures about the country from place to place, he would have to be proceeded against, not in the district where he is found selling or attempting to sell a picture, but only in the district where he resides.

This place might, of course, be some hundreds of miles away from the place where the offence was committed, and great inconvenience might be caused.

MANDAMUS TO LOCAL AUTHORITIES.

It is somewhat surprising to find that at the present day the right to obtain a *mandamus* to a local authority requiring the performance of a statutory duty is involved in considerable obscurity. But an examination of some recent cases tends to shew that such is the case. And in considering these cases it may be pointed out that there is little distinction to be drawn between an action of *mandamus* and an application for the prerogative writ (*Bush* v. *Bevan*, 32 L. J. Ex. 54).

The general principle as to the application of the remedy by *mandamus* is laid down by Lord Ellenborough as follows: "There ought in all cases to be a specific legal right as well as the want of a specific legal remedy in order to found an application for a *mandamus*" (*R.* v. *Archbishop of Canterbury*, 8 East 220). As to the "specific legal right," the law is further stated in Tapping on *Mandamus* (ed. of 1848, p. 27) to be that "the prosecutor must be clothed with a clear legal and equitable right to something which is properly the subject of the writ." And Lord Esher, M.R., states the latter part of the principle more fully in *Re Nathan* (12 Q. B. D., at p. 475): "Where there is no specific remedy by which justice can be done the court will grant a *mandamus*; but where there is a specific remedy by which the subject will get justice by a judicial decision of the courts, then it is within the reason of the rule that, if there is such a remedy, a *mandamus* ought not to issue."

In the case of *Reg.* v. *The Guardians of the Lewisham Union* (*ante*, p. 210), heard by Wright and Bruce, JJ., on the 15th inst., the decision turned upon both branches of the principle stated by Lord Ellenborough. The application in that case was made by the Board of Works for the Lewisham District, the sanitary authority upon whom the duty is cast by the Public Health (London) Act, 1891, of taking measures for the prevention of epidemic disease. The object of the application was to compel the Guardians of the Lewisham Union to enforce the provisions of the Vaccination Acts within the union in which the district of the applicants is situated. The application was refused upon two grounds—first, that the board of works had no "legal interest" in the subject-matter of the rule; and, secondly, that under the Vaccination Acts the Local Government Board had power to compel the guardians to perform their duties under those Acts.

As to the first ground, it is obvious that the district board have a very real and practical interest in the matter in question; for if small-pox should break out, it is certain that its spread would be seriously affected by a failure to enforce the Vaccination Acts, and that, consequently, the health of the district for which the applicants are responsible would suffer, and their expenses—in providing hospital accommodation and in taking other measures to prevent the dissemination of the epidemic—would be largely increased. It is said that this practical interest is not a legal interest; if this be so it is difficult to imagine that any person or body can have such a legal interest as is sufficient to support a *mandamus* to enforce the Vaccination Acts. And it is to be noted that in at least one case the Local Government Board have been successful in obtaining a *mandamus* for this very purpose (*Reg.* v. *Guardians of the Keighley Union*, 39 J. P. 360).

But the *mandamus* was refused upon the further ground that the Vaccination Acts gave power to the Local Government Board to compel the local authorities to perform their statutory duties. It is true that under the Act of 1874 the Local Government Board have similar powers for enforcing the performance by guardians of their duties as to vaccination to those by which they may enforce the performance of their duties as to the relief of the poor; it is unnecessary to consider the precise extent of those powers: as we have seen, their existence does not preclude the Local Government Board itself from obtaining a *mandamus* against the guardians. But whatever the powers of the Board may be in this respect, a person applying to them to exercise those powers will not be obtaining a judicial decision on the question of the statutory duties of the guardians, and it seems to follow, if the language of the Master of the Rolls in *Re Nathan* is correct, that the existence of a power to apply to the Local Government Board to take steps which lie in their absolute discretion, and which they are in no sense bound to take, is no answer to an application for a *mandamus*; apart from a *mandamus* the applicant has no specific remedy by which he can "get justice by a judicial decision."

A similar question has arisen in two recent cases as to the performance by local authorities of their duties under the Public Health Act, 1875. Section 299 of that Act provides that where complaint has been made that a local authority has made default in providing sufficient sewers, the Local Government Board may, after inquiry, order the defaulting authority to perform their duty, and if they fail may obtain a *mandamus* or appoint a person to perform the duty. In *Reg.* v. *Mayor of Hastings* (1897, 1 Q. B. 46, 6th of Nov., 1896) a case of default in repairing a sewer was established against a local authority and a *mandamus* was granted; but Wright, J., who with Grantham, J., was a party to the decision, expressed a doubt whether the case ought to have been made the subject of an application for a *mandamus*. The proper course, he thought, would have been to apply to the Local Government Board under section 299 of the Act of 1875. The doubt so expressed will be to some extent dissipated if we turn to the case of *Peebles* v. *Oswaldtwistle District Council* (13 T. L. R. 116, 11th of December, 1896). That was an action for a *mandamus* to a local authority to provide sufficient sewers for effectually draining their district and in particular the manufactories of the applicant. The case was tried before Charles, J., without a jury and that learned judge came to the conclusion that the duty of the local authority was established and that it was enforceable by *mandamus*. In the course of his very lucid judgment, he carefully considers the contention that section 299 is a bar to a *mandamus*, and decides that it is not. "Unless excluded expressly," he says, "the plaintiffs have, in my opinion, a right to the judgment of a court of law upon the matter, but if the Local Government Board take the same view as the defendants, they will never get it." The section "does not seem to me to make it imperative on the plaintiffs to make a complaint of the sort now under consideration to the Local Government Board and to submit to their interpretation of the statute."

Having regard to this express decision, it seems questionable whether the doubt suggested by Wright, J., in *Reg.* v. *Mayor of Hastings*, or the second ground of the decision in *Reg.* v. *The Lewisham Guardians* can be supported. The first ground of the decision in the latter case presents more difficulty; it may be hoped that the whole question may come before a higher tribunal and be finally disposed of. It is a matter of great importance both to local authorities and to the public.

THE USAGES OF BROKERS.

The question of the liability of the outside public to be subjected in stock exchange dealings to usages which govern the relations of stockbrokers *inter se*, which has been frequently before the courts, has been raised again in the recent cases of *Anderson* v. *Sutherland* and *Craig* v. *Sutherland* before Lord Russell, C.J., and a special jury (reported elsewhere). According to the law as at present settled, it appears that usages affecting transactions in a special market or business may be binding upon an outsider if they are reasonable, but otherwise they are not binding unless he is aware of the usages, and has agreed to be bound by them. A long series of cases exemplify this in relation to the collection of moneys due upon policies of marine insurance. In the ordinary course these are collected from the underwriter by the insurance broker to be by him paid over to the shipowner or other person insured, but the actual payment as between underwriter and broker is effected by a mutual settlement of their account. Thus, in *Scott* v. *Irving* (1 B. & Ad. 605) an assured residing at Glasgow employed an insurance broker in London to recover a loss of £100 from the underwriter. The broker was indebted to the underwriter in £46 for premiums, and the underwriter deducted this sum from the £100, and paid the

balance of £54 in cash. The broker became bankrupt, and never paid the £100 to the assured, who accordingly sued the underwriter. It was held that he was entitled to recover the sum of £46, which had been allowed in the account between the underwriter and broker, but not the sum of £54 which had been paid in cash to the broker. If, said Lord TENTERDEN, C.J., the usage of allowing a settlement in account to be a good payment were allowed to prevail, it would have the effect of making the broker, and not the underwriter, the debtor to the assured for the loss. Such a usage could be binding only on those who were acquainted with it, and had consented to be bound by it. But as to the £54, the authority given by the assured to the broker was a general authority to receive payment in cash, and to this extent the underwriter had discharged himself.

Again, in *Sweeting* v. *Pearce* (9 C. B. N. S. 534), the plaintiff, a ship-builder in London, employed an insurance broker to effect a policy upon a ship at Lloyd's, and upon a loss happening gave the ship's papers to the broker for the purpose of enabling him to adjust the loss with the underwriters. An adjustment having taken place, the loss was settled—in accordance with the usage prevailing at Lloyd's, which was found to be generally known to merchants and shipowners, but which, the jury found, was not known to the plaintiff—by the underwriter setting off the amount payable upon the policy against the broker's general balance for premiums on policies effected by him. The Court of Exchequer Chamber, which gave judgment disallowing this as a good payment by the underwriter, consisted of WIGHTMAN, MARTIN, CROMPTON, and HILL, JJ., and BRAMWELL and CHANNELL, BB. BRAMWELL, B., pointed out that the legal presumption as to the nature of the authority given by the assured to the broker was that he was to receive payment by money only, and that a custom which was in contradiction of this authority was unreasonable. WIGHTMAN, J., said: "*Primâ facie*, the authority to receive money would be to receive payment in cash. The usage set up hardly appears to be reasonable, unless the principal knows of it, and assents to the settlement of his claim upon that footing." It is to be noticed, however, that the case was treated as distinguishable from a stock exchange transaction. "With regard to usages of the Stock Exchange," said BRAMWELL, B., "if I tell a broker to purchase such and such stock, I impliedly engage him to deal upon terms upon which he can deal—that is, according to the usages of the place." And CHANNELL, B., too, said that the case of buying shares in a particular market was very distinguishable. The result is that persons who are ignorant of the usage at Lloyd's are not bound by it, and if they are aware of the usage it is open to them to dissent, though the omission to do so would probably be construed as an implied assent (see per BRAMWELL, B., 9 C. B. N. S., p. 541).

But it seems that the distinction drawn in *Sweeting* v. *Pearce* between the collection of policy moneys and dealings on the Stock Exchange cannot be supported. In *Pearson* v. *Scott* (9 Ch. D. 198) four executors, holding stock in their names, directed their solicitor to sell the stock, and the solicitor instructed a stockbroker whom he had employed in Stock Exchange speculations. The stock was sold by the broker, and the solicitor sent him transfers with receipts indorsed, signed by the four executors. The broker sent the solicitor a cheque for part of the proceeds, and carried the balance to the credit of the solicitor in the account between them, an account which was afterwards settled by a payment made to the stockbroker. The solicitor absconded, and was adjudicated bankrupt, and, upon the executors suing the broker, the defence was set up that the sale was made subject to the rules of the Stock Exchange, and that, according to these rules, the broker could recognize only the person employing him, and was bound to obey his directions as to the disposal of the proceeds of a sale. The defence, however, was rejected by FRY, J., for the reasons put forward in the underwriting cases, and, curiously enough, without any reference to the distinction suggested in *Sweeting* v. *Pearce* (*supra*). The custom, he said, is "that the broker, knowing the money which he owes to A. to be really the money of B., may stop that money in order to pay a debt due to himself, the broker, from A. personally—in other words, it is a custom to pay one man's debt out of another man's money." Such a custom, he thought, could not possibly be upheld as reasonable, and, among other cases, he cited *Scott* v. *Irving* and *Sweeting* v. *Pearce* in support of this opinion.

A decision to the same effect was given by the Court of Appeal in *Blackburn* v. *Mason* (68 L. T. 510), where a country broker, acting on behalf of a client, had employed a London broker to sell shares. The London broker set off part of the proceeds against the indebtedness to him of the country broker, and justified this course under an alleged custom, but the Court of Appeal rejected the custom as unreasonable. The custom meant, said Lord ESHER, M.R., that a London stockbroker could pay himself, by means of money belonging to an undisclosed principal, a debt owing to him from a country broker. The custom was not satisfactorily proved, and if it was, it was an unreasonable custom. "What," continued the Master of the Rolls, "is the law in a case where a person deals in a market, and is met by an unreasonable custom? . . . A person may agree to be bound by an unreasonable custom of a market, but he is only bound if, when he entered on the dealing, the custom was made known to him and he agreed to be bound." It is clear then that in Stock Exchange cases, a person who is bound to pay over money to a principal cannot, by virtue of a custom to which the principal has not assented, discharge himself by using the money to settle his own account with the agent.

The whole matter is based upon the rule, carefully discussed in the judgment of FRY, J., in *Pearson* v. *Scott* (*supra*) that where the holder of money has to pay it to the agent for the person entitled, he cannot pay it to the agent by a settlement of account between the agent and himself, but he must pay it in such a manner as to facilitate and encourage the agent to pay it to his principal; for this short reason in morals, said the learned judge, that the money which is paid to the agent ought to find its way to the principal, and that if you intercept that money in order to pay the debt which the agent owes to the payer, you diminish the probability of the money finding its way from the agent to the ultimate payee. To the cases already cited he added *Todd* v. *Reid* (4 B. & Ald. 210), where it was said that the settlement in account was an attempt to pay the debt of one person with the money of another, and *Bartlett* v. *Pentland* (10 B. & C. 760), where it was held that an authority to receive money must be strictly followed, and was not complied with by the allowance of a set-off.

The recent cases of *Anderson* v. *Sutherland* and *Craig* v. *Sutherland* were amply covered by the above authorities, and they seem to have been contested with a view to carrying the question to the House of Lords, though in the face of such an array of authorities it is very unlikely that any change in the law would result. The plaintiffs both employed a broker at Paisley, ABERCROMBIE, to sell shares for them. The broker employed the defendant, who is on the London Stock Exchange. The defendant credited ABERCROMBIE with the proceeds, the account between them having been previously against ABERCROMBIE. The account was finally settled, but ABERCROMBIE absconded without having paid the plaintiffs. There were circumstances which shewed that the defendant was affected with notice that ABERCROMBIE was acting as broker. Practically, therefore, the cases were covered by *Pearson* v. *Scott* and *Blackburn* v. *Mason*. The defence, as in those cases, was an attempt to impose an unreasonable custom upon outsiders without proof that they had consented to be bound by it, and on the authorities it was bound to fail. The result was made still clearer by the specific findings of the jury that the defendant knew or ought to have known that ABERCROMBIE was acting as broker, and that the alleged custom had not been proved to be binding upon outsiders; it was merely a practice between brokers. These findings made it incumbent on the defendant to shew that he had made an actual payment to ABERCROMBIE for transmission to his clients, and as he could not do this his he remained liable. Upon principles of general convenience there seems to be no reason to quarrel with the law as thus settled. If it really involved an undue interference with the carrying on of business, the courts would hardly have been so unanimous in the view they have taken. Any risk which the town broker runs he runs at his own option and for the purpose of facilitating the account as between himself and the country broker, and with this account the ultimate principal is not concerned.

LEGISLATION IN PROGRESS.

THE Government proposals for legislation of a specifically legal character refer to matters which have already been before Parliament, some of them on many occasions. They include the amendment of the law relating to employers' liability and to compensation to workmen for accidents suffered in the course of their employment; to the admission of the evidence of accused persons; to bills of sale; to the Agricultural Holdings Act; and the revision of the Acts with respect to the formation and administration of limited companies. An attempt was made by the Attorney-General to bring in the Law of Evidence (Criminal Cases) Bill without debate, but it was promptly checked. The unfinished state in which the House of Lords Committee left the inquiry into the working of the Companies Acts last Session does not seem to be very hopeful for any immediate effective legislation in that direction.

The list of Bills brought in by private members includes, as usual, several relating to the acquisition of further rights by the occupiers of land. General LAURIE and Mr. KEARLEY have Bills to give facilities to leaseholders for the purchase of the fee simple of their holdings; Sir H. VINCENT has a Bill to give facilities for the acquisition by working men of their own dwellings; Mr. REES DAVIES for the enfranchisement of the sites of leasehold places of worship; and Mr. CHANNING has Bills to amend the law relating to agricultural holdings, and to give facilities to industrial and provident and incorporated building societies for the purchase of the fee simple of their holdings. There are also the following Bills: To amend the law regarding preferential payments in bankruptcy (Mr. KEMP); for the creation of a Court of Criminal Appeal (Mr. PICKERSGILL); to amend the law relating to the vacation of seats by members of Parliament accepting offices of profit under the Crown (Sir J. LEESE); to amend the law relating to the rating of hereditaments containing machinery (Mr. STRACHEY); to extend the jurisdiction of the county courts (Mr. MONK); to amend the law of libel (Mr. GRIFFITH-BOSCAWEN); to consolidate and amend the law relating to the liability of employers for injuries to their workmen (Mr. BURT); to make provision for persons suspected of having stolen property in their possession (Sir J. B. STONE); and to amend the law with regard to compensation due to persons injured in the pursuit of their employment or otherwise where the action would lie against a foreign shipowner (Mr. RECKITT). Mr. ATHERLEY-JONES has given notice of motion to draw attention to the unsatisfactory working of the Judicature Acts and to move, "That an humble address be presented to her Majesty praying her to appoint a Royal Commission to inquire into the administration of justice under the Judicature Acts, with a view to secure greater efficiency and economy"; and Mr. E. LAWRENCE, on going into Committee of Supply, to call attention to the question of judges' retirement and move a resolution.

REVIEWS.

MAGISTRATES' ANNUAL PRACTICE.

THE MAGISTRATES' ANNUAL PRACTICE, 1897: BEING A COMPENDIUM OF THE LAW AND PRACTICE RELATING TO MATTERS OCCUPYING THE ATTENTION OF COURTS OF SUMMARY JURISDICTION. WITH AN APPENDIX OF STATUTES AND RULES, A LIST OF PUNISHMENTS, DIARY FOR MAGISTRATES, &C. By CHARLES MILNER ATKINSON, Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

This book has now reached the second year of its existence, and seems in a fair way to become an established and recognized handbook for those whose business lies in courts of summary jurisdiction. It has the great merit of being well arranged, so that information on any point which is referred to may be found with the least possible delay. It is also written in such an easy and simple style that the meaning of any one of the numerous statutory provisions dealt with can be grasped at once. This simplicity, however, contains a certain element of danger, for in giving the effect of a section of an Act of Parliament in his own words rather than in the exact words of the statute, the author runs some risk of occasionally misleading his readers. For example, section 9 of the Licensing Act, 1874, provides that any person who "opens *or keeps open*" licensed premises during the time such premises are required by law to be closed, shall be liable to a penalty. On p. 448, however, where the effect of this section is given, the words "or keeps open" are entirely ignored, and it is obvious that a charge under the section might depend upon them. As a general rule, however, the effect of any statutory provision, and of the decisions of the courts thereupon, is given with accuracy and clearness, and in a manner which shews the practical nature of the author's acquaintance with his subject.

It is quite evident that throughout this work the requirements of the country practitioner are regarded rather than those of the London practitioner. A considerable number of instances might be given in which the law in London differs from what it is in the rest of England; and on a great many points, the law, while being practically the same in London as elsewhere, is nevertheless contained in separate Acts applying only to the Metropolis. London lawyers will find that in such cases this book is often almost useless, and that they must consult some other work. An example of this may be given in the way the Metropolis Police Act, 1839, is dealt with. Section 54 of that Act is probably the most important statutory provision for the maintenance of order and decency in the streets of London, but not a line of it is quoted in this book, and its existence is only recognized by the words, "as to offences within the Metropolitan Police District, see 2 & 3 Vict. c. 47, s. 54" (pp. 311, 414).

All the latest statutes which touch upon matters within the scope of the work are carefully paraphrased and commented upon, and judicial decisions of a very recent date are noted, so that the book is well up to date. When a modern case is noticed the author appears to aim at giving the references to the various current series of reports in which the case may be found. This plan, however, has only been very partially carried out, and the WEEKLY REPORTER is almost ignored.

COMPARATIVE LEGISLATION.

JOURNAL OF THE SOCIETY OF COMPARATIVE LEGISLATION. VOL. I. No. 1. AUGUST, 1896. Rivington, Percival, & Co.

The chief feature in this publication is a review, or rather a series of summaries, of the legislation of the various parts of the British Empire for the year 1895. Some special points of interest are referred to in the preliminary note by Sir Courtenay Ilbert, and he says, with good reason, that the summaries are a storehouse of curious and suggestive information for students of comparative politics and comparative sociology. Turning to the legislation of Victoria, for instance, it appears that an attempt has been made at a system of graduated income tax. Incomes are divided according as they are derived from personal exertion or from property within the colony, the tax being doubled in the latter case and rising in each case at the limits of £1,200 and £2,200. South Australia, by the Village Settlements Acts, is attempting an experiment in rural communism, the Government providing lands sufficient to give not more than 160 acres to each villager. In the same colony the State Children Act, 1895, administered by a State Children's Council, forms an elaborate code for the supervision, control, and maintenance of convicted, destitute, or neglected children. New Zealand is busy in various directions, including the amendment of the Dog Registration Act, 1880—under which registration was rendered necessary, a fee of 10s. being paid and a State collar provided—provision for cremation, the adoption of children, and the amendment of the law of evidence. In this and several other colonies the Sale of Goods Act, 1893, has been adopted. The Cape Colony has found it necessary to pass an Act for the suppression of witchcraft, and it regulates the sale of second-hand goods and Sunday observance. We gather from the summary of the Civil Service and Pensions Fund Act, that engine drivers are members of the Civil Service, and are entitled to retire on a pension at fifty. Sierra Leone has had to legislate against a human leopard society. These samples of the contents of the first article, taken at random, shew the diversity of the subjects with which different parts of the Empire are dealing. The second article contains information as to the modes of legislation in the British Colonies, in the third Dr. Schuster gives a useful account of the German Civil Code, and the remaining two contain notes on the application of European law to natives of India and Ceylon, and on the State legislation of America in 1895. In the United States, it may be noticed, there is now extensive legislation against selling or giving cigars or tobacco to minors, and North Dakota has prohibited altogether the sale of cigarettes. Much labour has been expended over the present issue, and its contents appear to have been carefully compiled.

BOOKS RECEIVED.

Brief Aids to the Criminal Law. With Notes on the Procedure and Evidence. By HILTON KERSHAW, B.A., Barrister-at-Law. Stevens & Sons (Limited). (Price 3s.)

The Law of Distress, 1888, and the New Rules and Tables of Fees, with Notes. By HERBERT G. WARD, Barrister-at-Law. Second Edition. H. Bridge, 22, Chancery-lane. Price 1s.

The Humorous Story of Farmer Bumpkin's Lawsuit. By RICHARD HARRIS, Q.C. Illustrated by William Harris. Third Edition. Waterlow Brothers & Layton (Limited).

Mr. Justice Day has been absent from court in consequence of a severe cold.

CORRESPONDENCE.

SERVICE OF PROCESS OUT OF THE JURISDICTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am obliged by your courtesy in printing in your last issue my letter of the 18th, and by your references to it in "The Page that Remains to be Written." May I be allowed to add:

1. While it seems unnecessary to discuss technical questions of procedure in England and Scotland respectively, I am certainly under the impression that in England jurisdiction depends to a large extent on ability to serve. In Scotland, in the general case, jurisdiction and ability to serve have no connection with each other.

2. In my view "reciprocal equality" in the matter alike *of jurisdiction and of service* is what should be aimed at. If your journal will use its powerful influence to secure the appointment of a Departmental Committee of experts from the three kingdoms, with power to frame a Bill regulating the whole subject, I believe there ought to be no real difficulty in settling it within a reasonable time by legislation. But

3. It is not reasonable to ask Scotsmen to allow their rights with reference to the courts they are to be sued in to be interfered with by rules made by the English judges. If these rights are to be affected it must be by legislation by statute in the ordinary way.

169, West George-street, Glasgow, Jan. 26. JOHN A. SPENS.

[See observations under head of "Current Topics."—ED. *S.J.*]

STAMPING STATUTORY RECEIPT OF FRENDLY SOCIETY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—This question, raised by your correspondent "Enquirer" and commented on in your paper of the 14th of November last, has recently been brought to my notice, not for the first time, but much nearer the twenty-first. The uniform practice of my firm, like that of "Enquirer," has been to stamp the statutory receipt of a friendly society used instead of a reconveyance with the same *ad valorem* duty as an ordinary reconveyance, and we shall continue to follow that practice notwithstanding that it appears from the letter of another correspondent in your paper of the following week that the Somerset House authorities have adjudicated such a document "exempt from duty."

I would call the attention of "Enquirer," should he see this letter, to the words in the Schedule to the Stamp Act under subtitle 5 of title "Mortgage"—namely, "Reconveyance, Release, Discharge, Surrender, Resurrender, Warrant to vacate," &c. Now, while the statutory receipt has, by virtue of section 53 of the Friendly Societies Act, 1896 (following the corresponding section 16 in the repealed Friendly Societies Act, 1875), the effect of a reconveyance, it is, independently of those statutes, a "release" or "discharge," and in that respect is liable to the *ad valorem* duty under the sub-title referred to of the Stamp Act.

I would add that I quite concur in the view adverted to in your comment that the Friendly Societies Act gives to the receipt a special effect only, and not for the purpose of exemption, for it is absurd to suppose that the Legislature meant to exempt from *ad valorem* duty the receipt when used as a reconveyance, and yet deny exemption to *the reconveyance itself*, and the rest of the species named in the subtitle. In one word, the Friendly Societies Acts simply give to the statutory receipt the operation of a deed of reconveyance, nothing more. AN OLD SUBSCRIBER.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER IN COURT.

Thursday, the 21st of January, 1897.

Whereas, from the present state of the business before Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, Mr. Justice Romer, and Mr. Justice Byrne respectively, it is expedient that a portion of the causes assigned to Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Romer, should, for the purpose only of hearing or of trial, be transferred to Mr. Justice Byrne; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Romer to Mr. Justice Byrne for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice NORTH.

1896.

Pusey v Sweet 1895 P 2,055 June 22
Milne v West Australian Minerals, &c, Co, ld 1895 M 1,648 June 24
Fitzwilliams v Lewis 1896 F 855 June 25
Caines v Puntis 1895 C 320 June 26
In re the Dunlop Truffault Cycle, &c, Co motn June 26
Trotter v Clark 1896 T 548 June 29
Pneumatic Tyre Co, ld v Lee 1895 P 2,832 June 30
Same Co, ld v Fleetwood Tyre Co, ld 1896 P 218 June 30
Elliot v Bassett 1896 E 384 July 6
Saunders v Price 1896 S 1,759 July 11
Popham v Brooks 1896 P 984 July 11
De Vulitch v Sutherst 1895 D 2,093 July 11
Mossop v Croxford 1896 M 1,763 July 14
Duleep Singh v Hill 1895 S 4,092 July 14
The Southall Norwood, &c, Council v Mousted 1896 S 1,668 July 15
Pollard v Weicher 1896 P 537 July 21
Iles v Lewin 1895 I 1,707 July 25
Leggett v Gardiner 1895 L 2,059 July 27
In re Carter Carter v Lake 1896 C 870 July 27
Lockyer v Harvey & Co 1896 L 473 July 29
Short v Montefiore 1896 S 1,659 July 31
Dawson v Thompson Thompson v Dawson 1896 D 500 July 31
The Rand d'Or Mines, ld v Heindorf 1896 R 116 Aug 1

SECOND SCHEDULE.

From Mr. Justice STIRLING.

1896.

Lowe, the younger v Sanders 1895 L 2,319 April 2
New Moss Colliery Co v Manchester, &c, Ry 1896 N 171 May 19
Lowe v Sanders 1896 L 656 May 19
Wilding v Sanderson 1896 W 907 May 20
Wainwright v Sutton 1896 W 488 June 1
Wainwright v Miller 1896 W 490 June 1
Labouchere v Webb 1896 L 582 June 5
Barnes v Story 1896 B 617 June 8
S Fitton & Son v Hamlyn 1896 F 290 June 9
Earl of Dudley v Lowe 1893 D 921 June 10
McMahon v Bond 1896 M 1,124 June 12
Symons v Ramsay petn entered in Witness List June 13
Automatic Diversions, &c v Urry 1895 A 607 June 16
Mayor, &c, of Hastings v Taylor 1895 H 290 June 16
Blott v Cowen 1896 B 95 June 19
Vanderpant v Arnold 1895 V 651 June 20
Whalley v Dawson 1896 W 849 June 24
Dale v Sellick 1896 D 473 June 26
Pneumatic Tyre Co ld v Gregson 1896 P 365 June 30
In re Hodgson, Cobbold v Hodgson 1895 H 2,296 July 2
Morris v Kysow 1895 M 3,476 July 3
Whitlark v Dawes 1896 W 209 July 9
Felix Hadley & Co, ld v F Hadley 1895 F 2,704 July 10
Jackson v The Cargo Fleet Iron Co, ld 1896 J 495 July 14
Gippe v Wynne 1896 G 271 July 14
Rose v Neale 1895 R 2,174 July 15
Horwood v Inskip 1895 H 3,889 July 16
Jarvis v Jarvis 1896 J 174 July 18
Anderson v Manchester, Sheffield, &c, Ry Co 1895 A 1,514 July 20
Maconochie v J Livingston & Son 1896 M 1,422 July 20
Ind, Coope, & Co, ld v Davies 1896 I 703 July 21
Pneumatic Tyre Co, ld v English Cycle Co 1896 P 693 July 22
Parry v Bulkeley 1896 P 390 Aug 4
Viscount Hood v Coulson 1896 H 952 Aug 4
Radcliffe v Mayor, &c, of Plymouth 1896 R 1,150 Aug 5
In re Tiffin, Tiffin v Hamilton 1895 T 1,937 Aug 5
Hewitt v Wyand 1896 H 1,550 Aug 6
Attorney-Gen v Kirk 1896 A 1,869 Aug 6

THIRD SCHEDULE.

From Mr. Justice KEKEWICH.

1896.

Barnes v Haynes 1895 B 4,678 June 16
Whitfield v Whitfield, &c, ld 1895 W 3,715 June 18
Plant v Bourne 1896 P 674 June 19
British Natural, &c, Assoc. ld v Bywater 1896 B 284 June 22
London General Omnibus Co, ld v Hines 1896 L 656 June 29
Blandy-Jenkins v Earl of Dunraven 1896 J 1,288 June 30
Fell v Warburton 1896 F 428 July 4
Coleman v Bucks & Oxon Union Bank 1896 C 943 July 6
Wilson v Aldwinckle 1896 W 712 July 16
Foat v Clark 1896 F 203 July 16
Groome v Ricci 1895 G 2,211 July 20
Paul v Paul 1895 P 2,767 July 27
Lock v Marie Rose Gold Mining Co, ld 1896 L 413 July 29
In re Holt In re Rollason Holt v Holt 1895 H 1,303 July 31
Watts v Hauslope Parish Council 1896 W 201 Aug 3
Cooley v Holt 1896 C 1,647 Aug 3
In re Howlett Rose v Forster 1896 H 740 Aug 4
Jamieson & Co v Jamieson 1896 J 508 Aug 4
In re Williams Williams v Barcroft 1895 W 815 Aug 4
Dean v Sercombe, Son, & Co 1896 D 281 Aug 4
White v Weston 1896 W 243 Aug 4

FOURTH SCHEDULE.

From Mr. Justice ROMER.

1896.

Richards v Kirk 1896 R 832 July 9

Pneumatic Tyre Co, ld v Leicester Pneumatic Tyre Co, ld 1896 P 362 July 13
In re Edwards Sanders v Edwards 1896 E 505 July 20
Bass, Ratcliff, &c, ld v Judah 1896 B 2,356 July 20
The Deptford Colour, &c, Syndicate, ld v Saunders 1896 D 897 July 24
Tribe v Sage 1895 T 2,100 July 27
Colthurst v Leathley 1896 C 884 July 28
In re Treherne Weldon v Williams 1896 T 158 July 29
Turner v Hardaway 1896 T 142 July 30
In re Janes' Petition, 1895, No 10,920 petn entered in Witness List Aug 1
Mitchell v J Beach, junr 1896 M 1,290 Aug 5
Ratcliff v Gleadowe 1896 R 650 Aug 7
Browne v Beck 1896 B 2,120 Aug 8
Davies v Townsend 1896 D 726 Aug 10
Wood v Ive 1896 W 1,639 Aug 10
Lock v Campbell 1896 L 1,326 Aug 11
Carlisle Cafe Co, ld v Muse Bros & Co 1896 C 2,080 Aug 12
Hunt v Fripp 1896 H 1,623 Aug 13
Farmer v School Board for London 1896 F 535 Sept 3
Hallett v Musgrave 1895 H 2,734 Sept 19
Tanner v Tanner 1895 T 836 Sept 30
In re The Bulfontein Sun Diamond Mines, ld, &c (expte Albert Cooper) motion Oct 1
Hutton v Mines Contract Co, ld 1895 H 333 Oct 26
J Lyons & Sons v Wilkins 1896 L 153 Oct 26
Paget v Schwabe 1869 P 1,109 Oct 27
In re Allison's Patent, No 8,618 of 1895 petn entered in Witness List Oct 31
Raby v Budd 1896 R 346 Nov 7
Roy v Roy 1896 R 663 Nov 10
Sheppard v Cooke 1896 S 745 Nov 12
In re Brouncker Carnegie v Brouncker 1896 B 961 Nov 13
Lagunas Nitrate Co v Lagunas Syndicate, ld 1896 L 1,196 Nov 14
Wood v B Verity & Sons 1895 W 3,425 Nov 16
Pye Smith v Marriott 1896 P 1,806 Nov 16
London General Omnibus Co, ld v Death 1896 L 500 Nov 17
Watkins v Fitzmaurice 1896 W 2,065 Nov 21
De Barreto v Ridley 1896 D 1,179 Nov 21
Howland v Dover Harbour Board 1896 H 3,010 Nov 23
Walsall Rural District Council v Hughes 1896 W 2,431 Nov 27
Beasley v Klingelhofer 1896 K 3,969 Dec 1
Wadey v City & Suburban, &c, Co, ld 1896 W 2,308 Dec 4
Pneumatic Tyre Co, ld v Woodbridge & Co 1896 P 617 Dec 4
Same Co v Goodman & Son 1896 P 1,461 Dec 4
How v The Urban District Council of Carshalton 1896 H 1,816 Dec 5

HALSBURY, C.

ORDER OF COURT.

Thursday, the 21st day of January, 1897.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, in pursuance of the Rules of the Supreme Court, December, 1886, do hereby order that on and after the 19th day of January, 1897, until further order, every cause or matter in the Chancery Division of the High Court of Justice, commenced in the District Registry of Liverpool or the District Registry of Manchester, shall be marked with the name of the Honourable Mr. Justice Byrne, one of the judges of the Chancery Division. And do also order that all causes and matters in the Chancery Division now proceeding in the said district registries, and assigned to Mr. Justice Kekewich, be transferred to the said Mr. Justice Byrne, but that, nevertheless, the two actions mentioned in the schedule hereto shall remain with Mr. Justice Kekewich, but for trial or hearing only.

SCHEDULE OF ACTIONS RETAINED BY MR. JUSTICE KEKEWICH.

Jones, Brothers, & Co. v. Hallworth & Sons
In re Hilton, Webster v. Braxton

HALSBURY, C.

THE FINANCE ACT, 1894.

ORDER IN COUNCIL.

15th day of January, 1897.

Whereas by the twentieth section of "The Finance Act, 1894, it is enacted that her Majesty the Queen may, by Order in Council, apply that section to any British Possession, where her Majesty is satisfied that, by the law of such possession, no duty is leviable in respect of property situate in the United Kingdom when passing on death. And whereas her Majesty is satisfied that by the law of the Province of Quebec, in the Dominion of Canada, no duty is leviable in respect of property situate in the United Kingdom when passing on death. Now, therefore, her Majesty, by virtue and in exercise of the power by the aforesaid Act in her Majesty vested, is pleased, by and with the advice of her Privy Council, to order, and it is hereby ordered, that the twentieth section of "The Finance Act, 1894," shall apply to the aforesaid Province of Quebec in the Dominion of Canada.

C. L. PEEL.

The list of House of Lords appeals for the next sittings consist of 19 cases, of which 17 are English and 2 are Scotch appeals. There are four cases awaiting judgment.

CASES OF THE WEEK.

Court of Appeal.

DEAN AND CHAPTER OF ST. ASAPH *v.* OVERSEERS OF LLANRHAIADR-YN-MOCHNANT AND ASSESSMENT COMMITTEE OF LLANFYLLIN UNION. No. 1. 25th Jan.

POOR LAW—RATING—TITHE RENT-CHARGE—ASSESSMENT—DEDUCTIONS.

This was an appeal from the judgment of a Divisional Court (Wills and Wright, JJ.) on a special case stated by quarter sessions. At the quarter sessions for the county of Montgomery held on the 2nd of January, 1896, an appeal by the Dean and Chapter of St. Asaph against a certain poor rate was heard, the respondents being the overseers of the parish of Llanrhaiadr-yn-Mochnant and the Assessment Committee of Llanfyllin Union. The assessment committee had in the year 1895 assessed the appellants in respect of certain tithe rent-charge at the gross estimated rental of £280 2s. 2d., and the rateable value of £233 5s., and the overseers made a rate in accordance with such assessment. The gross amount payable to the appellants in respect of the tithe rent-charge for the year 1895 was £280 2s. 2d., and the questions in the appeal related solely to the deductions which ought to be made therefrom in order to arrive at the net rateable value. The deductions made by the assessment committee were as follow: Poor rate, £30 13s. 2d.; 4 per cent. for collection, &c., £11 4s.; repairs to cathedral, £5. The court of quarter sessions allowed the deduction of £30 13s. 2d. in respect of poor rate. The court also found that a deduction should be made for (1) remuneration of collector, (2) legal costs and out-of-pocket expenses, (3) bad debts and irregularity in payments, (4) tenants' taxes; and with respect to these the court ordered that the amount of the deduction should be 4 per cent. off the gross estimated rental. The court also held that a further deduction should be made for tenants' profits, and that the amount of this deduction should be 1 per cent. off the gross estimated rental. The court further held that a deduction should be made in respect of the liability of the Dean and Chapter, as owners of the rectorial tithe rent-charge of the said parish, to repair the chancel of the parish church of the said parish, and that the amount of that deduction should be 1 per cent. off the gross estimated rental. A practice to this effect was proved by evidence called before the court. The questions for the opinion of the Queen's Bench Division were whether the court of quarter sessions was right (1) in making an allowance for tenants' profits in addition to the allowances for remuneration of collector, &c.; (2) in making an allowance in respect of any liability of the appellants to repair the chancel of the parish church. No question was raised on the special case with regard to the liability to repair the cathedral. The Divisional Court held that no deduction could properly be allowed either in respect of tenants' profits or in respect of the liability to repair the chancel of the parish church, but gave leave to the Dean and Chapter to appeal. The following cases were cited in argument: *Goodchild v. Trustees of the Poor of St. John's, Hackney* (6 W. R. 367, 800; E. B. & E. 1, 27 L. J. M. C. 233), *Mersey Docks and Harbour Board v. Overseers of Liverpool* (22 W. R. 184, L. R. 9 Q. B. 84).

THE COURT (Lord ESHER, M.R., and LOPES and CHITTY, L.JJ.) held that the Divisional Court were right on both points, and dismissed the appeal.—COUNSEL, *Macmorran*, Q.C., and *Stevenson S. Moore*; *Marshall*, Q.C., and *Ellis J. Griffith*. SOLICITORS, *E. W. J. Peterson*; *Robbins, Billing, & Co.*, for *Pughe & Jones*, Llanfyllin.

[Reported by F. G. RUCKER, Barrister-at-Law.]

***Re* ISAAC, CRONBACH *v.* ISAAC.** No. 2. 22nd Jan.

PRACTICE—ADMINISTRATION ACTION—DEFENDANT TRUSTEES—SEVERANCE OF DEFENCE—COSTS—DEPRIVATION—DISCRETION OF COURT—UNREASONABLE CARRYING ON OF PROCEEDINGS—R.S.C. 65, 1.

This was an appeal of the defendant, Saul Isaac, one of the executors and trustees of the will of the testator, Samuel Isaac, from a decision of Kekewich, J., whereby his lordship had directed that in an administration action one set of costs only should be paid to the trustees out of the estate, and that those should be paid to the other trustee, Lewis Solomon, to the exclusion of Isaac. The testator's will and codicil, dated the 3rd of July, 1886, and the 10th of November, 1886, respectively, were proved by two of the executors named therein, Messrs. Isaac and Solomon, power being reserved to the others to come in and prove. The testator, on the 15th of November, 1886, executed a voluntary settlement in favour of practically the same persons as were beneficiaries under the will. He died on the 22nd of November, 1886. The deceased was a contractor to the Mersey Railway Co., and it was stated that shortly after his death his brother, Saul Isaac, endeavoured to get those contracts transferred to himself for his own benefit. An action was commenced by writ issued the 14th of December, 1886, for the administration of the trusts of the testator's will. Judgment in the action was delivered on the 30th of April, 1887. The chief clerk's certificate was filed the 12th of August, 1895, and the further consideration came on for hearing on the 28th of March, 1896, when Kekewich, J., made the order now appealed from. On the 14th of November, 1887, the defendant Isaac changed his solicitors, and from that date until the 22nd of November, 1892, the executors were represented by Messrs. Grover, Humphreys, & Son. Isaac being dissatisfied with the long delay, withdrew his retainer on the latter date and put his own name on the record. On the 24th of January, 1894, he appointed Mr. Ernest Bevir as his solicitor, and he has continued to act for him ever since. No further evidence was before the court to explain why the trustees had severed in the course of the proceedings. Counsel for the appellant argued that unless severance *per se* was misconduct, the trustees

were entitled to their costs in their proper shares. If the appellant were deprived of his costs, this curious anomaly would arise: The estate was not yet fully wound up, and Isaac was ordered to get in some of the outstanding assets; was he to give his services in this gratuitously? They relied upon *Course* v. *Humphrey* (26 Beav. 402, 7 W. R. Dig. 3), and *Attorney-General* v. *Wyrille* (28 Beav. 464, 9 W. R. Dig. 63).

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.) allowed the appeal.

The judgment of the court was delivered by

LINDLEY, L.J.—This is an unfortunate appeal about costs, and the first question which arises is whether the appeal is competent. The case is this. [His lordship shortly stated the facts, and continued:—] In the order on further consideration, the costs were dealt with by the learned judge in this way. One set of costs only was given to the trustees, and they were to be paid to Mr. Solomon to the exclusion of Mr. Isaac. Mr. Isaac appeals from that order, and the appeal is based on that part of ord. 65, r. 1, relating to costs, which says: "Subject to the provisions of the Acts and these rules, the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge; provided that nothing herein contained shall deprive an executor, administrator, trustee, or mortgagee who has not unreasonably instituted or carried on or resisted any proceedings, of any right to costs out of a particular estate or fund to which he would be entitled according to the rules hitherto acted upon in the Chancery Division." On this order, as it stands, the effect is to deprive Mr. Isaac of all his costs, because only one set of costs was allowed, and the whole of them are to go to one trustee. The question is whether on the evidence before the learned judge Mr. Isaac had unreasonably carried on these proceedings. Messrs. Isaac and Solomon severed in their defence for a good and sufficient reason; for some time they worked together, and then Isaac for some reason which is unexplained employed a separate solicitor. *Primâ facie*, that is conduct which requires explanation; but the question is whether the court ought to act on that without giving him an opportunity of explaining his conduct. There is no evidence on the subject, and it would be going too far to deprive a trustee of his costs on that ground, and therefore the appeal is competent and the costs are in the discretion of the court. We have come to the conclusion that there is no ground for judicially depriving Mr. Isaac of his costs upon the evidence; he asks that the costs may be apportioned between him and his co-trustee, but we are met with the difficulty that the effect of that might be to deprive Mr. Solomon of costs to which he is entitled for what he has done. Mr. Farwell pointed out in the course of the argument that he had no desire to do that, but he only wished to secure to his client such costs as were attributable to his services, and he said that Mr. Isaac had been directed to take proceedings to get in some of the assets, and had got them in, and the costs of so doing could not properly be paid to Mr. Solomon. On turning the matter over in our minds and consulting with the taxing-master, we are not satisfied with the order asked for. We vary the order, therefore, and direct that one set of costs only shall be given and shall be apportioned by the taxing-master between Messrs. Isaac and Solomon, with the addition of these words, "but so as only to give to Mr. Isaac costs for work actually done by him." Then, with regard to the costs of the appeal. There will be no order as to the costs, except that the respondents, other than Solomon, that is to say Mr. Jessel's clients, shall have their costs of the appeal out of the estate. Appeal allowed.—COUNSEL, *Farwell*, Q.C., and *Rowden*; *Warrington*, Q.C., and *Borthwick*; *A. H. Jessel*. SOLICITORS, *Ernest Bevir*; *Grover, Humphreys, & Son*; *McDiarmid & Teather*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

FAIRCLOUGH & SONS v. **THE MANCHESTER SHIP CANAL CO.** No. 2. 21st Jan.

PRACTICE—INJUNCTION—WILFUL, OR CASUAL AND ACCIDENTAL DISOBEDIENCE—COMPANY—SEQUESTRATION OF PROPERTY.

Appeal from a decision of Kekewich, J. The plaintiffs are owners of mills situate on the river Mersey. On the 4th of November last, Kekewich, J., ordered that a sequestration should issue against the property of the canal company, on the ground that they had disobeyed an order made by him in the action on the 1st of November, 1894, perpetually restraining them from abstracting or diverting from the river Mersey, or allowing to flow therefrom into their canal, such a quantity of water as would diminish the downward flow past Howley Quay in any twenty-four hours by greater quantities than are authorized by the Manchester Ship Canal Act, 1885. From this order the canal company appealed.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J. and LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal, and arrived at the conclusion, on the facts that the defendants did not abstract or divert from the river Mersey, and did not allow to flow therefrom into their canal a greater quantity of water in any twenty-four hours than was authorized by the Manchester Ship Canal Act, 1885—that is to say, ten million cubic feet. On the question of sequestration, the judgment of the Court, delivered by

Lord RUSSELL, C.J., continued as follows: The result, therefore, is that the order for sequestration will be set aside, the appeal allowed, and the plaintiffs must pay the defendants' costs in the court below and in this court. To one other point we desire to advert. The plaintiffs are here seeking to sequestrate the property and effects of the defendant company. The ground of that application is that the defendants have committed a contempt of court by wilful disobedience of an order of the court. The case is as if it were sought to commit a private individual to prison for contempt. We desire to make it clear that in such case no casual or accidental and unintentional disobedience of an order would justify either commitment or sequestration. Where the court is satisfied that the conduct was not intentional or reckless, but merely casual and accidental and committed under circumstances which negative any suggestion of contumacy, while it might visit the offending party with costs and might order an inquiry as to damages, it would not take the extreme course of issuing an order either of commitment or of sequestration. To justify so serious a proceeding the court must be satisfied that a contempt of court has been committed—in other words, that its order has been contumaciously disregarded. Appeal allowed.—COUNSEL, *Moulton*, Q.C., and *Leigh Clare*; *Warmington*, Q.C., and *T. R. Hughes*. SOLICITORS, *Grundy, Kershaw, Saxon, Samson, & Co.*; *Burton, Yeates, & Hart*, for *Wilson & Cowie*, Liverpool.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re **STEVENS, COOK** v. **STEVENS.** North, J. 26th Jan.

EXECUTOR—DELAY IN TAKING OUT PROBATE—WILFUL DEFAULT—ACTING AS EXECUTOR.

Gardner Christopher Stevens made his will on the 12th of February, 1880, and appointed Charles Frederick Stevens, Matthew Sallitt Emerson, and John Sewell executors. The testator died on the 23rd of December, 1882, and the will was proved by C. F. Stevens alone on the 15th of October, 1889. The testator was entitled to a policy of £676 in the Scottish Widows Assurance Office payable on the 21st of March, 1883. This sum was paid on the 18th of November, 1889, with £45 1s. 4d., interest at the rate of 1 per cent. from the 21st of March, 1883, to the 21st of November, 1889. Meanwhile interest at the rate of 5 per cent. was paid upon a debt due by the testator. Emerson was a solicitor and denied that he had acted as an executor, but he had acted as solicitor for Stevens who subsequently proved the will with regard to certain actions against the estate of the testator. All the three executors named in the will wrote a letter to the Scottish Widows Assurance Society on the 28th of July, 1883, requesting that the policy moneys might be paid to Messrs. Gurney, who were creditors of the testator, but the society declined to make the payment until probate was taken out. This was an action by one of the residuary legatees asking for an administration decree against both Stevens and Emerson upon the footing of wilful default.

NORTH, J., said that the insurance company might safely have paid the executors, as any executor can give a receipt even before probate (Williams on Executors, p. 249). Equally clearly the executors could not have compelled payment until they proved the will. Emerson's bill of costs shewed that the executors named in the will acted as executors and nothing else. Cases had been cited in which acts were done in another character than that of executor, but in all those cases there was a principal for whom the agent might act. If Stevens had proved, Emerson might have acted as his agent, but how could any of the three persons who signed the letter be said to write as agent for the others? In his lordship's opinion they clearly acted as executors. But an account was asked on the footing of wilful default. It was said the delay in getting in the policy moneys constituted wilful default, but no loss accrued to the estate, as the whole sum was received. It was said there was a breach of trust because if the money had been got in earlier it might have been applied in paying off debts bearing interest at 5 per cent. That was not wilful default in his lordship's judgment. Not proving the will could not be said to be wilful default. The damage alleged was too remote. The action must be dismissed with costs so far as regarded wilful default. As both defendants had resisted the decree for administration they must pay the costs of that part of the case, and the costs must be set off.—COUNSEL, *Everitt*, Q.C., and *Butcher*; *Swinfen Eady*, Q.C., and *C. James*. SOLICITORS, *S. S. Seal*, for *Stevenson*, Darlington; *White & Co.*, for *M. S. Emerson*, Norwich.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **WEEKES' SETTLEMENT.** Romer, J. 20th Jan.

WILL—GIFT FOR LIFE—POWER TO DISPOSE—DEFAULT OF APPOINTMENT—GIFT BY IMPLICATION.

Summons. This was a summons to obtain payment out of court of a sum of consols and cash representing the balance of the purchase-money paid by the London, Brighton, and South Coast Railway Co. on their taking under their statutory powers certain lands belonging to Brookside Farm, in the parish of Enfield, Sussex. By one of the settlements made in 1857 on the marriage of Miss Emily Mary Weekes with James Slade, certain real estate to which she was entitled in reversion under the will of her father, who died in 1847, and which included the above mentioned Brookside Farm, was settled on the wife, Emily Mary Slade, for life, and after her death to such uses as she should by will appoint, and in default of such appointment, to the person who would have been entitled by descent in case she had died intestate and a widow. She died in 1885, and by her will she gave the property in question to her husband for his life, and gave him "power to dispose of all such property by will amongst our children in accordance with the power granted to him as regards other property which I have under my marriage settlement." By these words reference was made to another settlement made on their marriage of certain personal estate which was settled on the usual trusts for the husband and wife, with joint power of appointment among children, or in default, as the survivor should appoint among them. There were several children of the marriage, but the husband died without having exercised the power of disposition given to him under the will of his wife. The applicants, who were the children of the marriage other than the respondent, Arthur John Slade, claimed the proceeds of the sale of Brookside Farm on the ground that there was a gift by implication to the

children of the marriage under their mother's will in default of the exercise by their father of his power of appointment. This was resisted by A. J. Slade, who, as heir of his mother, claimed under the settlement of 1857. The general proposition relied on by the applicants was that if there is a power to appoint among certain objects, but no gift to those objects, and no gift over in default of appointment, the court implies a trust for, or a gift to, those objects equally if the power be not exercised.

ROMER, J., after stating the facts, said that in his opinion the children did not take by implication in default of appointment. That, apart from authority, he should hold that what in the case before him was conferred upon the husband was a mere power, and not a power coupled with a trust that he was bound to exercise—that there was no indication of intention that the children were to take if the husband did not exercise his power. In his lordship's opinion the authorities did not shew any hard and fast rule that a gift in a will to A. for life, with a power to him to appoint among a class and nothing more, must, if there be no gift over in the will, be held a gift by implication to the class in default of the power being exercised. To support this it must be shewn that the testator intended the power to be regarded in the nature of a trust. His lordship then examined the cases which had been cited. The Irish case, *Healy* v. *Donnery* (1853, 3 Ir. C. L. Rep. 213), was a distinct authority against the general proposition. In *Brown* v. *Higgs* (1799, 4 Ves. jun. 708, 5 Ves. jun. 495), and on appeal before Lord Eldon (8 Ves. jun. 561), and in *Burrough* v. *Philcox* (1840, 5 My. & Cr. 73) the decisions rested on the ground of there being a general intention to benefit a class, the particular individuals to be selected by another, and that selection not having been made, the court would carry out the general intention in favour of the class. The decisions in *Witts* v. *Beddington* (1790, 3 Br. C. C. 94), and in *Forbes* v. *Ball* (1817, 3 Mer. 437), rested on the special words of the particular wills in question, and in *Birch* v. *Wade* (1814, 3 V. & B. 178), the words were very similar to those in *Forbes* v. *Ball*. *Re Caplin's Will* (1865, 2 Dr. & Sm. 527) was a case where there was a gift to a class, the selection to be made by the donee of the power and *Re White's Trusts* (1860, John. 656) was on the same footing—and lastly, *Butler* v. *Gray* (1869, 18 W. R. 193, 5 Ch. App. 26), was a special case where there was a sufficient indication that the class was to take in any event. For these reasons his lordship held that in the present case there was no gift by implication in default of appointment by the husband.—COUNSEL, *Pattisson; Micklem; J. T. Prior.* SOLICITORS, *Nicol, Son, & Jones; Sharpe, Parker, & Co.; Rose & Co.*

[Reported by RALSH B. PHILLPOTTS, Barrister-at-Law.]

MITCHELL *v.* **FOSTER.** Romer, J. 26th Jan.

PARTNERSHIP—DISSOLUTION—COVENANT TO MAKE PAYMENTS OUT OF PROFITS—IMPLIED COVENANT NOT TO DISSOLVE PARTNERSHIP.

Action. By indenture dated the 15th of June, 1893, and made between the plaintiff of the first part, the defendant Foster of the second part, and the defendant Williams of the third part, the plaintiff in consideration of £500 covenanted to be paid to him by Foster, and also of £1,000 then paid and of £1,500 covenanted to be paid, to him by Williams, entered into certain covenants with the defendants in effect to assign to them the plaintiff's share and interest in a medical partnership then subsisting between him and Foster, and the assets thereof as from the 31st of December, 1892. And Foster covenanted to pay the plaintiff 75 per cent. of his share of all profits under his new partnership with Williams over £1,000 per annum until £500 with certain interest was paid. And Williams covenanted to pay the plaintiff 50 per cent. of his share of the profits of such partnership over £500 per annum until £1,500 with certain interest was paid, and to take out and keep up a policy of insurance on his life for £1,000, and to secure the payment of such £1,500 by a mortgage of the policy to the plaintiff. And by the same indenture the defendants agreed that they should become partners in the practice of medicine and surgery upon the terms and conditions therein set forth, which provided (*inter alia*): (1) The said partnership shall be for a term of twenty-one years from the 1st day of January, 1893, but either partner may determine the same at the expiration of five or fourteen years from the said 1st of January, 1893, by giving to the other six calendar months' previous notice in writing of his intention so to do; (20) If either partner shall compound with his creditors or do or suffer any act which, having regard to the legal duties of partners and to the nature of the partnership business and to the provisions herein contained, shall be admitted or determined by arbitration to be a just ground for dissolution, the other partner may elect to have the partnership dissolved on such terms and with such directions and restrictions on either partner as (in default of agreement) may be awarded; and (22) In the event of the determination of the partnership either by the expiration of the twenty-one years, or by notice as in clause 1 provided, or otherwise, a general account was directed to be taken, and all moneys payable under the provisions thereinbefore contained out of the profits of the partnership were to be forthwith paid or provided for. It appeared that the partnership was dissolved by agreement in writing in December, 1895, without the plaintiff's consent, and, as he alleged, in breach of the defendants' agreement with him, and he claimed to have been thereby precluded from obtaining any of the payments to which he was entitled under the indenture as aforesaid. The action was thereupon brought by him for an account and for payment of what should be found due.

ROMER, J., said that there was an implied covenant by the defendants that they would do no act to prevent them from carrying out the agreement to pay off the plaintiff under the indenture of the 15th of June, 1893. They were bound to do all they could to carry out its terms. A covenant was raised on the principle stated by Bowen, L.J., in *The Moorcock* (37 W. R. 439, 14 P. D. 64, at p. 68), "for the purpose of making the person promise in law as much, at all events, as must have been in the contemplation of the parties that he should promise," and *M'Intyre* v. *Belcher* (11 W. R. 889, 14 C. B. N. S. 654) was also an authority for the implication being made. Foster and Williams entered into an agreement to dissolve partnership before the time for determining it had arrived. That was plainly a voluntary act on Foster's part and a breach of his implied covenant, for which the plaintiff was entitled to recover damages. Williams tried to make out a case of compulsion, and alleged breaches of the partnership articles by Foster which made it impossible to continue the partnership, but he had failed to satisfy the court that that was so, and his act must be treated as voluntary and a breach of his implied covenant. Inquiry as to damages directed.—COUNSEL, *Lovett*, Q.C., and *Percy Wheeler; Macnaghten; Butcher.* SOLICITORS, *Sandom, Kersey, & Knight; C. W. Dommett & Son; Hunters & Haynes.*

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

CRAIG *v.* **SUTHERLAND.** Lord Russell, C.J. 22nd and 26th Jan.

PRINCIPAL AND AGENT—STOCKBROKER—UNDISCLOSED PRINCIPAL—ACCOUNT BETWEEN LONDON AND COUNTRY BROKER—SET-OFF—COUNTRY BROKER BECOMES A DEFAULTER—RULES OF THE STOCK EXCHANGE—LIABILITY OF LONDON BROKER TO PRINCIPAL.

Commercial cause. This action, by consent, was tried by Lord Russell, C.J., without a jury. The plaintiff sought to recover £195, money had and received for his use by the defendant, a member of the London Stock Exchange, being the amount of the proceeds of the sale of certain shares, the property of the plaintiff. The defendant received his instructions to sell the shares from a country broker named Abercrombie, to whom the plaintiff had entrusted the shares to sell for him. Abercrombie, it appeared, did not inform Sutherland that he was acting as agent for the plaintiff, or in fact for any one, and after receiving credit for the shares did not account to Craig for the proceeds of the sale, and subsequently absconded. The defendant, on being sued by the plaintiff, denied liability, on the ground that there was no privity of contract between himself and that gentleman, and further, that having paid Abercrombie a cheque for £182, part of the proceeds of the stock in question in settlement of an account between them, he was, according to a recognized custom of the Stock Exchange, absolved to that amount from any liability to the principal, and he sought to shew that he had thereby specifically remitted the proceeds of the shares to the country broker, against whom alone, he submitted, the plaintiff had a cause of action.

Lord RUSSELL, C.J., in delivering his considered judgment, said that the question was one of very great importance, not only to the members of the Stock Exchange, but to the public generally. That institution had been trying for many years to constitute itself an *imperium in imperio*. They had often tried to establish their rules as binding not only on their own members—as they had a perfect right to do—but also to enforce them against outsiders. The authorities shewed, however, that in no case had they so far succeeded in doing so in a court of law. There was no doubt that Craig had employed Abercrombie to sell the stock in question, and there was ample evidence to shew that the defendant knew, or ought to have known, that Abercrombie in instructing him to sell was acting as agent or broker for another—in other words, for a principal. That disposed of the first defence set up. The other defence, which was also pleaded in *Anderson* v. *Sutherland*—a similar action to this, except that in that case there only existed a mere book entry to shew that the defendant had accounted to Abercrombie for the proceeds of the sale of the plaintiff's shares when settling accounts together—the present defendant pleaded that according to the custom of the Stock Exchange a settlement on account with the country broker absolved the members of that institution from liability to a principal. The jury last week, in that case found, on the evidence given, that this alleged custom was in fact not a custom but a mere practice based on convenience, and it could not, therefore, be binding in any way upon an outsider, as the defendant contended, even assuming that it was proved that the plaintiff knew of it, and agreed to it by permitting the sale to take place according to the rules of the Stock Exchange, without stipulating with the London broker that this mode of settling accounts should not be employed, so far as that particular transaction was concerned. It was also sought to shew that the defendant had specifically remitted the proceeds of these shares to the country broker, but this view of the accounts was denied. He had carefully considered that question, and must hold that there was no specific payment to the country broker, and therefore the plaintiff would succeed. His lordship then pointed out that it did not seem to be generally understood by brokers what steps they ought to take to protect themselves from such a liability as was involved by the present action. If the London broker knew or had reason to believe that the country broker had a principal behind him, he must either make up his mind to trust to his solvency and character for *bonâ fides*, or he must make specific remittances to the country broker in respect of the stocks or shares entrusted to him for realization. He should enter judgment for the plaintiff, but in view of the importance of the question, execution would be stayed.—COUNSEL, *Lawson Walton*, Q.C.; *T. Willes Chitty* and *Vivian Morten; Sir E. Clarke*, Q.C., and *E. Forbes Lancaster.* SOLICITORS, *Morten, Culter, & Co.; Morley, Shiref, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

MANDERS *v.* **MANDERS.** Div. Court. 21st Jan.

SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. c. 39), s. 11—CONVICTION—ORDER OF MAGISTRATES—PROCEDURE ON APPEAL.

This was a case stated by the justices for the borough of Louth under

the Summary Jurisdiction Act, 1879. At a court of summary jurisdiction sitting in the said borough on the 5th of November, 1896, an application by Jane Manders, wife of Matthew Manders, for an order under the Summary Jurisdiction (Married Women) Act, 1895, was heard and determined, and an order was made that the said Jane Manders be no longer bound to cohabit with her husband, and providing for a weekly payment. From this order the husband appealed. The appellant and his wife had been living apart for some time, and no maintenance had been paid for some weeks. The wife went to the appellant's house on the 28th of October, 1896, to obtain money and to stay there. The appellant refused to give her any, and forcibly turned her away. The justices found as a fact that the appellant had been guilty of wilful neglect to provide reasonable maintenance for his said wife, and that by such neglect the appellant did, on the 28th day of October, 1896, cause his wife to leave and live separately and apart from him, and they accordingly made the above order. On behalf of the respondent it was now contended that no appeal would lie in this case to the Divisional Court, and that the proper court to appeal to is the Probate and Divorce Division. For the appellant it was contended that the case was stated under the Summary Jurisdiction Act, 1879. The right there given is not taken away by the Act of 1895. The two concurrent remedies are not inconsistent: *Hetherington* v. *Hetherington* (36 W. R. 12, 51 J. P. 119), *Power* v. *Wigmore* (L. R. 7 C. P. 386). Section 11 of 58 & 59 Vict. c. 39, provides that: "Save as is hereinbefore provided, an appeal shall lie from any order by a court of summary jurisdiction under this Act to the Probate, Divorce, and Admiralty Division of the High Court of Justice."

THE COURT (WRIGHT and BRUCE, JJ.) dismissed the appeal.

WRIGHT, J.—The Act of 1896 creates a new jurisdiction, and expressly gives a right of appeal to the "Probate, Divorce, and Admiralty Division." I am inclined to think no other court is intended. The Summary Jurisdiction Act is referred to in several sections of the Act of 1895, and it is suggested that the mention of that Act gives a right to have a special case stated. I cannot think that is so.

BRUCE, J., concurred. Appeal dismissed.—COUNSEL, *T. H. Walker*; *M. Shearman*. SOLICITORS, *E. G. Elwes*, for *Haddon Owen*, Louth; *E. Wyles*, for *J. Barker*, Grimsby.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

HOLLOWAY *v.* **COSTER.** Div. Court. 23rd Jan.

VACCINATION—SERVICE OF NOTICE—PROOF—VACCINATION ACT, 1867, s. 31.

Case stated by justices of the borough of Andover. The appellant was summoned by the respondent, a vaccination officer, under section 31 of the Vaccination Act for having neglected to have his daughter vaccinated after he had due notice to do so. The justices ordered the appellant to have the child vaccinated, but stated this case on the question, whether the notice under section 13, if delivered otherwise than personally, must be shewn to have reached the person to be notified. The evidence as to the service of the notice was as follows: The respondent drew out a notice in respect of the appellant's child, addressed it to the appellant and handed it, with other notices, to Plumley for delivery. Plumley took the notice to the appellant's house and gave it to a woman there, telling her that it was a vaccination notice. He could not swear that the woman was the appellant's wife, nor could he swear as to the date of delivery, except that it was the day after the notice was handed to him by the respondent. He could not swear that the notice was in respect of the appellant's child, because the notice was filled up when he received it, and he did not open it. The justices held that the notice was served upon the appellant in a manner as effectual as if the respondent had addressed it and sent it by post.

THE COURT (WRIGHT and BRUCE, JJ.) held that section 31 did not require that there should be any particular mode of service of the notice, and that it was for the justices to say whether they were satisfied that the notice reached the person for whom it was intended. Appeal dismissed.—COUNSEL, *Schulless Young*. SOLICITOR, *Cheverton*, for *Talbot*, Andover.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

REG. *v.* **CAMBERWELL VESTRY.** Div. Court. 20th Jan.

METROPOLIS—SEWER—DRAIN—LIABILITY TO REPAIR—WRIT OF MANDAMUS—ACTION FOR DECLARATION OF RIGHT—ORD. 25, R. 5.

In this case cause was shewn by the Camberwell Vestry against a rule *nisi* which had been obtained by the Property and Estates Co. (Limited), calling upon the Vestry of Camberwell to shew cause why a writ of *mandamus* should not issue directed to them, commanding them forthwith to take such steps and to execute such works as might be necessary to abate a certain nuisance existing at the applicants' premises, and to repair and maintain in an efficient and proper state a sewer existing upon the said premises. The rule had been obtained on affidavits which alleged that a certain drainage pipe on the applicants' premises was out of repair, and that, inasmuch as the pipe drained other premises besides those of the applicants, it was a "sewer," and that therefore the vestry were liable for its repair. In answer to the rule, affidavits had been filed on behalf of the vestry, alleging that the pipe drained the applicants' premises only, and that it was therefore a "drain," and that the applicants and not the vestry were liable to repair it. Under these circumstances it was contended for the vestry that the *mandamus* ought not to go, for the applicants could bring an action in which the question could be decided (see *Appleyard* v. *Lambeth Vestry*, 45 W. R. 173). In support of the rule it was argued that an action would not lie (*Robinson* v. *Mayor of Workington*, 102 L. T. Newsp. 243), and therefore the prerogative writ of *mandamus* was not ousted.

THE COURT (WRIGHT and BRUCE, JJ.) discharged the rule.

WRIGHT, J., said that the case was an attempt to use the writ of *mandamus* as the machinery for remedying a private grievance. He had never seen such a rule *nisi*. It was entirely wrong. Apart from that, however, if the applicants had any personal right against the vestry they had a remedy under ord. 25, r. 5, by an action for a declaration of that right, and in such an action a *mandamus* could be obtained.

BRUCE, J., concurred. Rule discharged.—COUNSEL, *Robson*, Q.C., and *S. G. Lushington*; *Macmorran*, Q.C., and *R. C. Glen*. SOLICITORS, *Marsden & Co.*; *Oldfield, Bartram, & Oldfield*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAMOND *v.* **RICHARDS AND THE HOTEL METROPOLE CO.** Div. Court. 22nd Jan.

INNKEEPER—DUTY—RIGHT OF GUEST TO CONTINUE IN INN—TRAVELLER.

This was the plaintiff's appeal from the judgment of his Honour Judge Martineau in the Brighton County Court. The action was brought against the licensee and proprietors of the Hotel Métropole at Brighton to recover damages for illegal expelling the plaintiff from the hotel. The plaintiff, who was a young lady of good character and position, went to the defendants' hotel in November, 1895, and remained there continuously till the 31st of August, 1896, on which day she went out for a short time, and on her return was refused admittance. It was not alleged by the defendants that she had failed to pay her bill or that there was not sufficient accommodation for her in the hotel. The justification put forward by the defendants was that the plaintiff was subject to certain delusions with regard to the presence of her enemies in the hotel, and that she was continually talking to the hotel servants and sometimes to the other visitors on this subject. The county court judge found as a fact that the existence of these delusions on the part of the plaintiff did not justify the defendants in refusing to permit the plaintiff to remain in the hotel; but the judge further held as a matter of law that the plaintiff, by reason of the duration of her stay in the hotel and of the fact that she had expressed her intention to remain there permanently, had ceased to be a "wayfarer or traveller," and that, therefore, the defendants were under no legal obligation to let her continue in the hotel. On this ground judgment was given for the defendants. In support of the appeal it was contended that the common law obligation on an innkeeper to receive and keep persons who came to an inn was not confined to travellers but extended to every person who was a guest in an inn. Any such person was entitled to remain in the inn as long as he pleased. The following authorities were cited: *Allen* v. *Smith* (10 W. R. 646), *Gordon* v. *Silber* (25 Q. B. D. 491), *Turrill* v. *Crawley* (13 Q. B. 197), *Rex.* v. *Luellin* (12 Mod. 445), Bacon's Abridgment (Tit. Innkeeper C. 1), *Reg.* v. *Rymer* (2 Q. B. D. 136).

THE COURT (WRIGHT and BRUCE, JJ.) dismissed the appeal.

WRIGHT, J., said that the case quite free from doubt. In *Rex.* v. *Luellin*, which was a decision by Lord Holt, the report was as follows: "The defendant was the master of the Bell-inn in Bristol. He was indicted for not receiving one taken ill with the small-pox, and it was quashed for not saying that he was a traveller." That case was cited with approval by Kelly, C.B., in *Reg.* v. *Rymer* (2 Q. B. D. 136), in which case the defendant was indicted for refusing to supply refreshment to the prosecutor. He there said: "I need hardly cite authorities to shew that it is essential to such a prosecution that the prosecutor should be a traveller." In the same case Denman, J., said: "The principles laid down in *Burgess* v. *Clements* (4 M. & S. 306) shew that the object of the law upon the subject of an innkeeper's liability, is merely to secure that travellers shall not, while upon their journeys, be deprived of necessary food and lodging." That was obviously the principle, and the obligation on the innkeeper lasted only so long as the person was a traveller. The only alternative was that the innkeeper was bound to keep the person in his inn for the rest of his life, if he so desired. No doubt so long as a guest stopped in an inn the incident of innkeeper's lien attached, although the guest had ceased to be a traveller.

BRUCE, J., concurred. Appeal dismissed. Leave to appeal.—COUNSEL, *Carson*, Q.C., and *P. Rose Innes*; *Asquith*, Q.C., and *Day*. SOLICITORS, *R. E. Campbell*; *Stanley Woodhouse* and *Hedderwick*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

SOUTHGATE *v.* **GUARDIANS OF YEOVIL.** Div. Court. 23rd Jan.

VACCINATION—SUMMONS—JUSTICE OF PEACE—ORDER—VACCINATION ACT, 1867, s. 31.

Special case stated by justices for the borough of Yeovil. On the 30th of July an information was laid before John Curtis, a magistrate, against the appellant by a vaccination officer, charging him, under section 31 of the Vaccination Act, 1867, with neglecting to have his child vaccinated after notice. On this information a summons was granted by the magistrate. On the hearing of the summons an order was made requiring the appellant to have his child vaccinated. The magistrate who issued the summons and three other magistrates were present at the hearing, but the formal order, when drawn up, was signed by two of the three magistrates, and not by the magistrate Curtis. The appellant failed to comply with the order, and was summoned. It was contended on his behalf that under section 31 of the Act it was necessary that the magistrate before whom the original information was sworn must not only sign the summons, but also the order, and that therefore the appellant had good ground for refusing to comply with the order. The magistrates convicted the appellant subject to this case.

THE COURT (WRIGHT and BRUCE, JJ.) held that the objection had been taken at the wrong stage. Proceedings should have been taken to quash the order. But, secondly, inasmuch as the Vaccination Act was incor-

porated with the Summary Jurisdiction Act, and under the latter Act there was power for one justice to issue the summons and for another to hear it and sign the order, the order was a good order. Appeal dismissed.—Counsel, *Schultess Young*. Solicitors, *Sharpe, Parker, & Co.*, for *Rendall*, Yeovil.

[Reported by F. O. Robinson, Barrister-at-Law.]

BRAMBLE *v.* **LOWE.** Div. Court. 20th Jan.

Vaccination—Officer—Authority to Institute Proceedings—Vaccination Act, 1867, s. 31.

This was a special case stated by a justice of the peace for the borough of Ipswich. An information was laid under section 31 of the Vaccination Act, 1867, by the respondent, who was a duly appointed vaccination officer, against the appellant for non-compliance with a notice requiring him to have his child vaccinated. At the hearing the clerk to the guardians produced a minute of the appointment of the respondent as vaccination officer, and the consent of the Local Government Board to the appointment, which was dated the 15th of February, 1892. This was the only authority to prosecute produced by the respondent; but it was admitted that the respondent had been instructed to prosecute generally by a resolution of the guardians, except in cases where an order had already been obtained. The magistrate made an order against the appellant for the vaccination of the child, subject to this case, the question for the court being whether the respondent had sufficient authority to institute these proceedings. In support of the appeal reliance was placed on article 16 of the Vaccination Regulations Order, of the 31st October, 1874, which provides that "the guardians shall, in all cases in which the provisions of the Vaccination Act for enforcing vaccination have been neglected, cause proceedings to be taken against the persons in default, and for this purpose shall give directions authorizing the vaccination officer to institute and conduct such proceedings."

The Court (Wright and Bruce, JJ.) dismissed the appeal.

Wright, J., said that formerly in each case authority had to be obtained from the guardians before proceedings were instituted, but now under section 31 of the Vaccination Act, 1867, a vaccination officer was entitled to lay an information without any resolution of the guardians. Moreover under article 17 of the Order of 1874 the officer must take proceedings if the Local Government Board direct him to do so, even without the approval of the guardians. Article 16 of the same order did contain provisions as to directions to be given by the guardians. His lordship could not see what reason there was for this article, but its meaning was that before any particular default under the acts had occurred, the guardians might give directions under the authority of which proceedings could be instituted when the occasion arose. In the present case the proceedings were taken under section 31 and no resolution or the guardians was required

Bruce, J., concurred. Appeal dismissed.—Counsel, *Schultess Young; Guy Stephenson*. Solicitors, *Field Roscoe*, for *Leighton*, Ipswich; *Rexworthy*, for *Vulliamy*, Ipswich.

[Reported by F. O. Robinson, Barrister-at-Law.]

Re **CHAFFERS.** *Ex parte* **THE ATTORNEY-GENERAL.** Div. Court. 25th Jan.

Vexatious Actions Act, 1896 (59 & 60 Vict. c. 51)—Operation upon Proceedings Commenced Before Passing of Act.

Application by the Attorney-General under the Vexatious Actions Act, 1896, for an order that no legal proceedings shall be instituted by the respondent in the High Court or any other court without the leave of the High Court or some judge thereof. It appeared from the affidavits that the respondent had instituted about forty-eight different actions within the last five years, the defendants being several judges of the High Court and of county courts, the Speaker of the House of Commons, the Archbishop of Canterbury, and other trustees of the British Museum, officials of the Houses of Parliament, and other persons occupying official positions: the alleged causes of action included conspiracy to defeat the ends of justice, assault, refusal to accept the plaintiff's petitions to Parliament, refusal to allow him to use the British Museum, and claims for work and labour done. Some of the actions had been stayed as vexatious, some had been dismissed, some were still pending, and in one the plaintiff had recovered a small sum for work done. Forty-seven of the actions had been commenced before the 14th of August, 1896, the date of the passing of the Vexatious Actions Act, 1896. That Act empowers the Attorney-General to apply to the High Court, "and, if he satisfies the High Court that any person has habitually and persistently instituted vexatious legal proceedings without any reasonable ground for instituting such proceedings whether in the High Court or in any inferior court, and whether against the same person or against different persons the court may after hearing such person or giving him an opportunity of being heard, after assigning counsel in case such person is unable on account of poverty to retain counsel, order that no legal proceedings shall be instituted by that person in the High Court or any other court unless he obtains the leave of the High Court or some judge thereof and satisfies the court or judge that such legal proceeding is not an abuse of the process of the court, and that there is *primâ facie* ground for such proceeding." It was contended on behalf of the respondent that the Act did not apply where the application was based upon alleged vexatious proceedings commenced before the Act came into operation. The Act imposed a restriction upon the exercise of the ordinary rights of the subject and did not relate to procedure merely and was therefore not retrospective. The following cases were cited upon this contention: *Wright* v. *Hale* (9 W. R. 157, 6 H. & N. 227), *Warner* v. *Murdoch* (25 W. R. 207, 4 Ch. D. 750), *Kimbray* v. *Draper* (16 W. R. 539, L. R. 3 Q. B. 161), *Reg.* v. *Vine* (23 W. R. 649, L. R. 10 Q. B. 195. It was also argued that the respondent had reasonable causes of action, and that therefore his actions were not vexatious proceedings.

The Court (Wright and Bruce, JJ.) made the order applied for.

Wright, J.—It has been argued that this Act is not retrospective—that is, that an application under it cannot be founded on proceedings instituted before it was passed. No such distinction is indicated in the Act itself: there is nothing in it to limit action taken under it by the Attorney-General to conduct occurring since the Act was passed. I think this case is even clearer than *Reg.* v. *Vine*, in which it was held that the provision of the Wine and Beer Amendment Act, 1870, disqualifying persons convicted of felony from selling spirits, applied to a person who actually held a licence when the Act came into operation. We are not in any true sense giving a retrospective operation to this Act: in so far as we do so, we are following the plain language of the Act. As to the second point argued before us, I think that the consideration of whether a person has habitually and persistently instituted vexatious legal proceedings without any reasonable ground, does not depend on a minute examination of whether in each particular action there was or was not a reasonable ground. We must consider the number of actions brought, their general character, and their results. In this case I think that there has been a mass of litigation of a vexatious character, and that we should make the order.

Bruce, J.—I am of the same opinion. We are not asked to say that this Act is retrospective. It is suggested that we should disregard all circumstances which happened before the Act; but I think that this is not so. We must look at all the proceedings as a whole, and I cannot entertain a doubt that vexatious proceedings have been habitually and persistently instituted within the meaning of the Act. Order in terms of the Act.—Counsel, *Sir R. E. Webster*, A.G., and *Henry Sutton*; *Corrie Grant*. Solicitors, *The Solicitor to the Treasury*; *The Official Solicitor*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

Bankruptcy Cases.

Re **WARD.** C. A. No. 1. 22nd Jan.

Bankruptcy—Officer Retired from the Army—Liability to Have Part of Pension Set Aside—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 53, sub-section 2.

This was an appeal by the debtor from an order made by Mr. Registrar Linklater under the Bankruptcy Act, 1883, s. 53, sub-section 2, whereby the debtor, a retired military officer, was ordered to pay the official receiver £40 per annum out of the pension he received as a retired officer. The facts were as follows: The appellant joined the army in 1860, and from 1886 up to April, 1888, when he retired from the army under article 77 of the Royal Warrant, 1887, he commanded as Lieutenant-Colonel the the Second Battalion Cameronians. Article 77 is as follows: "A Lieutenant-Colonel shall be placed upon half-pay, unless he elect to retire from our army, on completing four years service in command of a battalion of infantry." The appellant elected to retire, and so was not placed on half-pay. Article 1057 provides that an officer permitted to retire shall receive upon retirement a gratuity or retired pay according to a certain scale. According to such scale the debtor received £420 yearly, which, after deduction of income tax, amounted to £406. By article 519 "the reserve of officers shall be composed of: (a) officers who have served in our regular forces, but who, having retired either with retired pay or gratuity, are still liable to service in case of emergency." Article 520 provides that "an officer retired from our army on a pension or gratuity, with the condition of being liable for service in a case of emergency, shall be an army reserve officer so long as he is liable for service." The appellant, therefore, was placed upon the Army Reserve list. The appellant was indebted to his solicitor to the amount of £250. This was his only liability, and was a judgment debt. He had no other income than his pension, and out of this had to support himself, his wife, and a young child. The registrar made an order that the appellant should pay to the official receiver the sum of £3 6s. 8d. per month. The debtor now appealed on the ground that there was no jurisdiction to make an order under the Bankruptcy Act, 1883, s. 53, sub-section 2; and that, having regard to the circumstances of the case, the order ought not to have been made. By section 53, sub-section 1, it is provided that "where a bankrupt is an officer of the army or navy, or an officer or clerk, or otherwise employed or engaged in the Civil Service of the Crown, the trustee shall receive for distribution amongst the creditors so much of the bankrupt's pay or salary as the court, on the application of the trustee, with the consent of the chief officer of the department under which the pay or salary is enjoyed, may direct." Sub-section 2 provides that "where a bankrupt is in receipt of a salary or income other than as aforesaid, or is entitled to any half-pay or pension, or to any compensation granted by the Treasury, the court, on the application of the trustee, shall from time to time make such order as it thinks just for the payment of the salary, income, half-pay, pension, or compensation, or of any part thereof, to the trustee, to be applied by him in such manner as the court may direct." The following cases were referred to: *Re Webber* (35 W. R. 308, 18 Q. B. D. 111), *Ex parte Saunders* (44 W. R. 30; 1895, 2 Q. B. 424).

The Court (Lord Esher, M.R., Lopes and Chitty, L.JJ.) held that the registrar had jurisdiction to make the order, but they thought the order should be varied.

Lord Esher, M.R.—Sub-section 1 of section 53 refers to "pay" which an officer receives for services which he is still rendering to the Crown; sub-section 2 refers to pay which an officer receives otherwise than afore-

said—namely, for other than services he is still rendering—that is, for services he has rendered in the past. The appellant had retired from the army in the sense meant by article 1057, and therefore received a gratuity or retired pay for services he had rendered. Such a case comes within sub-section 2 of section 53, and not within sub-section 1, and therefore it was not necessary to obtain the consent of the chief officer of that department. The registrar acting under his discretion made an order for the payment of £40 a year. This court must also exercise its discretion, and taking into consideration that the appellant was an officer and a colonel, and must live as such, that he was in bad health and required medical assistance, and that his pay was the only income he and his wife and child had to live on, the learned judge thought that to reduce such income by £40 would not leave the appellant sufficient to live on, and that if £20 was taken away from his pay that would be quite enough.

LOPES and CHITTY, L JJ., delivered judgments to the same effect. Order varied accordingly.—COUNSEL, *H. Reed*, Q.C., and *E. P. Willes*; *Sir R. Webster*, A.G., and *Muir Mackenzie*. SOLICITORS, *F. W. Tonkin*; *Solicitor to the Treasury*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Monday, January 25th.—Mr. J. R. Yates in the chair.—Mr. C. Kains-Jackson opened a debate on the motion, "That it is expedient that the railways in Great Britain and Ireland should be acquired and carried on by the State." Mr. W. J. Boycott opposed; and the subsequent speakers were Messrs. W. S. Sherrington, A. H. Richardson, N. Tebbutt, and A. M. Begg. After a reply from Mr. Kains-Jackson, the motion was put to the vote, with the result that it was lost by two votes.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were on Wednesday called to the Bar:

LINCOLN'S-INN.—Harry Procter, London Univ., Certificate of Honour C.L.E., Hilary Term, 1897; Huntly Eugene Jenkins, B.A., Trin. Hall, Camb.; Augustin Stanislaus Ghosh, Lond. Univ.; John William Pennefather Gibson, B.A., Trin. Coll., Camb.; William Montagu Harrison, B.A., Fellow of All Souls' Coll., Ox.; Alfred James Fellows, B.A., King's Coll., Camb.; Charles Arthur Bury, Trin. Coll., Dublin; William Llewelyn Williams, B.A., Brasenose Coll., Ox.; Charles Stafford Crossman, M.A., New Coll., Ox.; Charles James Mathew, Trin. Hall, Camb.; Jaffer Rahimtoola Kaderbhoy, Bombay Univ.

INNER TEMPLE.—Edward George Hemmerde, B.A., Oxford (holder of a certificate of honour awarded Trinity Term, 1896); John Pius Boland, London, and B.A., Oxford; John Edward Bernard Seely, B.A., Cambridge; Colley Edmund George Hume Grattan, B.A., Cambridge; William Cecil Owen, B.A., Cambridge; Armar Lowry-Corry, Viscount Corry, M.A., Cambridge; Allan Maxcey Galer, B.A., Oxford; Copley Delisle Hewitt, B.A., Oxford; John Donaldson Harward, B.A., Cambridge; Montague Rousseau Emanuel, B.A., Oxford; David Arthur Fitz-Gerald Vesey, B.A., Cambridge; Maurice Richard Martineau, B.A., Cambridge; Walter George Salis Schwabe, B.A., Oxford; Hugh Somers James, B.A., Oxford; James Leonard Johnston; James Byng Gribble, B.A., Cambridge; Walter Tice Gellibrand, B.A., Oxford; Charles Edward Geotz, Oxford; Thomas Cooper Rogerson, B.A., Oxford; Ralph Leigh Ramsbotham, B.A., Cambridge; Ernest Augustus Hitchens; Haythorne Reed, B.A., Cambridge; Charles Roche Finnis, B.A., Cambridge; Arthur Joseph Barry, B.A., Oxford; Arthur James de Gleichen, Tettenborn; William Owen Travis, M.D., M.S., Durham; Harry Osborne Buckle; Henry Bull, B.A., Cambridge; and James Macgillicuddy Mecredy, M.A., Dublin.

MIDDLE TEMPLE.—John Arthur Slater, certificate of honour, Council of Legal Education, B.A., LL.B., London University; Richard Willett Hurst, her Majesty's Consul, Pakhoi, China, B.A., London University; Alfred Charles Larking; Francis Yvon Eccles, B.A., Christ Church, Oxon; Maurice Salvador Pinto, B.A., Madras University; James Percival Hughes; Narindra Lal Mitter; William Joseph Fearfield Barton, B.A., Emmanuel Coll., Cambridge; Percy Raby, M.A., LL.B., Victoria University, Dauntsey Legal Scholar, Owens Coll.; William Saunderson, B.A., Scholar Trinity Coll., Dublin; Harold Eustace Brandon; George Frederick Langford, University of London; Peter Grain; Mohammad Abdul Kadir Khan.

GRAY'S-INN.—Edward Austin Farleigh (formerly Jones), first certificate of honour Council of Legal Education, Hilary, 1896, special prizeman Constitutional Law, &c., Hilary, 1896, Bacon scholar, Gray's-inn, 1894; Harold Gilbert Brodrick-Smith-Brodrick (formerly Brodrick-Smith), B.A., Christ Church, Oxford; George Gregory Fisher; Frederick Hugh Mackenzie Corbet, honorary executive officer of the Ceylon Government at the Imperial Institute; Richard Deane Sweeting, M.A., Oxford, M.B., Trinity Coll., Dublin; D. P. H. Cambridge, Holt scholar, Gray's-inn, 1895; Wilberforce Ross Barker, scholar of Worcester Coll., Oxford; and George Darell Keogh, Barrister-at-law in Ireland, LL.B., Trinity Coll., Dublin.

THE INCORPORATED LAW SOCIETY.

The following prizes have been awarded in connection with the examinations at the Incorporated Law Society in the year 1896:

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

Scott Scholarship.—William Everard Tyldesley Jones being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. James Scott, of Lincoln's-inn-fields.

Mr. Jones served his clerkship with Mr. James Chapman Woods, of the firm of Messrs. Collins & Woods, of Swansea, and obtained the prize of the Honourable Society of Clement's Inn and the Daniel Reardon prize at the honours examination held in January, 1896.

Broderip Prize.—William Everard Tyldesley Jones being first in order of merit and having shewn himself best acquainted with the law of real property and the practice of conveyancing, passed a satisfactory examination, and attained honorary distinction, the council have also awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn.

LOCAL PRIZES.

Timpron Martin Prize for candidates from Liverpool.—Francis Joseph Weld, from among the candidates from Liverpool, having passed the best examination and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool.

Mr. Weld served his clerkship with Messrs. Weld and Thomson, of Liverpool, and obtained a third-class certificate at the honours examination held in November, 1896.

Atkinson Prize for candidates from Liverpool or Preston.—Francis Joseph Weld, from among the candidates from Liverpool or Preston, having shown himself best acquainted with the law of real property and the practice of conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the council have also awarded to him the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool.

Birmingham Law Society's Gold Medal.—The examiners reported that there was no one qualified to take this prize.

Birmingham Law Society's Bronze Medal.—Henry Robert Hodgkinson being first in order of merit among the candidates who are articled to members of the Birmingham Law Society, and attained honorary distinction, the council have awarded to him the bronze medal of the Birmingham Law Society.

Mr. Hodgkinson served his clerkship with Messrs. Smith, Pinsent, & Co., of Birmingham, and obtained a second-class certificate at the honours examination held in April, 1896.

Stephen Heelis Prize for Candidates from Manchester or Salford.—Harold Porter Mellor, B.A., from among the candidates from Manchester or Salford, having passed the best examination and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Mellor served his clerkship with Mr. John Ogden, of the firm of Messrs. Diggles & Ogden, of Manchester, and obtained a second-class certificate at the honours examination in January, 1896.

The Mellersh Prize.—Hugh John Vinall, from among candidates who have been articled in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practiced in either of those counties, having shown himself best acquainted with the law of real property and the practice of conveyancing, the council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming.

Mr. Vinall served his clerkship with Mr. Isaac Vinall, of Lewes, and obtained a second-class certificate at the honours examination held in November, 1896.

LEGAL NEWS.

APPOINTMENTS.

Sir SAMUEL STRONG, Chief Justice of the Supreme Court of the Dominion of Canada, has been appointed a Member of the Privy Council.

The Hon. SAMUEL WAY, Chief Justice of South Australia, has been appointed a Member of the Privy Council.

Mr. THOMAS HOLME BOWER and Mr. HERBERT BOWRING LAWFORD (of the firm of Bower & Lawford), solicitors, of 52, Lincoln's-inn-fields, London, have been appointed Commissioners for Oaths. Mr. Bower was admitted in January, 1890, and Mr. Lawford in April, 1890.

INFORMATION WANTED.

Anyone having or being able to give information about a WILL believed to have been executed by EMILY HENRIETTA TREGGIA, residing sometime in England, thereafter in Ireland, thereafter at Castlebank, Rothwell, in Scotland, and thereafter at Lower Carntyne, Shettleston, Glasgow, in Scotland, who died at the last-mentioned place on or about the 2nd of October, 1896, will oblige by communicating with the undersigned.—Wright, Johnston, Mackenzie, & Roxburgh, Solicitors, 150, St. Vincent-street, Glasgow.

GENERAL.

Mr. Levett, Q.C., and Mr. Cripps, Q.C., M.P., have been elected members of the Bar Council, in the place of Mr. Murphy, Q.C., who has resigned in consequence of bad health, and Mr. Justice Byrne, who vacates the post on his elevation to the bench.

Mr. Oswald, Q.C., M.P., one of the leaders practising in Mr. Justice Byrne's court, has been ordered by his medical advisers to take complete

rest, and will therefore not be able to resume his professional duties for some weeks. We believe that Mr. Oswald has been suffering from insomnia.

The sittings of the Railway and Canal Commission will commence on Tuesday next. There is, says the *Times*, a substantial list of cases, and it is anticipated that the presiding judge, Mr. Justice Collins, will be occupied hearing them till he starts on the Northern Circuit on the 10th of February.

The commission days for the following towns on the Midland Circuit have been altered from the dates formerly fixed to the following:—Leicester will be the next town after Northampton, instead of Oakham, and the commission day at Leicester will now be Thursday, February 11, while Oakham will be Wednesday, February 17, instead of Wednesday, February 10, and Lincoln will be Thursday, February 18, instead of February 17.

From a Parliamentary paper, just issued, it appears that the net apparent liability of the Consolidated Fund in respect of suitors' cash at the end of the year ending February 29, 1896, was £1,800,080, as against £1,800,755 in the previous year's account. The amount of suitors' cash remaining on deposit on February 29, 1896, was £1,606,821, as compared with £1,024,389, the amount so remaining on the same date in the previous year. The number of suitors' accounts open in the Paymaster's books was 44,924, the number at the close of the preceding year being 45,199.

A Texas journal gives the following examination of a witness in a case arising out of a shooting fray: Attorney—"You say you saw the shots fired?" Witness—"Yes, sir." "How near were you to the scene of the affray?" "When the first shot was fired I was about ten feet from the shooter." "Ten feet! Well, now, tell the court where you were when the second shot was fired." "I didn't measure the distance." "Speaking approximately, how far should you say?" "Well, it approximated to half a mile."

They have a queer way, says the *Albany Law Journal*, of dispensing justice in Sullivan county. It is stated as a fact that not long since two men were arrested for intoxication, and when they were arraigned before a justice of the peace and told that they must pay a fine of three dollars each, they demurred, on the ground that the constable who arrested them was as drunk as they were. The constable said: "I ain't as drunk as the squire." At this the squire said: "Boys, this is a mixed up mess—sort of a job lot, and I will let you go provided you can raise a dollar among you for the drinks." This they all agreed to, and went forthwith and expended the dollar.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Feb.	1	Mr. Leach	Mr. Carrington	Mr. Lavie
Tuesday	2	Beal	Jackson	Pugh
Wednesday	3	Leach	Carrington	Lavie
Thursday	4	Beal	Jackson	Pugh
Friday	5	Leach	Carrington	Lavie
Saturday	6	Beal	Jackson	Pugh
		Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, Feb.	1	Mr. Farmer	Mr. Bolt	Mr. Ward
Tuesday	2	Carrington	Godfrey	Pemberton
Wednesday	3	Farmer	Bolt	Ward
Thursday	4	Lavie	Godfrey	Pemberton
Friday	5	Farmer	Bolt	Ward
Saturday	6	Leach	Godfrey	Pemberton

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Feb. 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.—

REVERSIONS:

To one-third of Estate, value £11,024 Two and a Half per Cent. Annuities; lady aged 53, provided a gentleman aged 22 survive her. Solicitors, Messrs. Howard & Atherton, London.

To two Leasehold Houses, producing £66 per annum, on decease of a gentleman aged 61 and a lady aged 71. Solicitor, G. K. Wright, London.

To one-quarter of an Estate, value £35,000; also a Legacy of £900, with interest at 4 per cent. Solicitors, Messrs. Mear & Fowler, London.

To a Fund of £1,673 Two-and-Three-quarters per Cent. Consols, and £121 India Three-and-Half per Cent. Stock; lady aged 58. Solicitor, A. Syrett, London.

POLICIES:

For £1,000, £1,000, £500, £500, £500, £300, £300, in first-class Offices. Solicitors, Messrs. Crowders & Vizard, and Messrs. Pyke & Voules, London; and Messrs. J. Garrard & Allen, Olney.

Also SHARES.

(See Messrs. Foster & Cranfield's advertisements on back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANK OF SYRIA, LIMITED—Petn for winding up, presented Jan 19, directed to be heard on Monday, Feb 1. Dollman & Pritchard, 39, King st, Cheapside, agents for Hayward & Smith, Rochester. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 31

CONCENTRIC SEAMLESS STEEL TUBE CO, LIMITED—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims to Sidney Howard Hossell, Hatherton chmbrs, Old sq, Birmingham, Beale & Co, Birmingham, solors to the liquidator

CONTINENTAL METROPOLITAN TRAMWAYS CO, LIMITED—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Humphries Van Tromp & Co, addressed to the Secretary of the Liquidators of the Continental Metropolitan Tramways Co, Limited, St Michael's House, Cornhill. Godfray, Finsbury pvmt, solor to the liquidator

COOLGARDIE CONSOLIDATED GOLD MINES, LIMITED—Petn for winding up, presented Jan 21, directed to be heard on Feb 1. Bull & Bull, 31, Essex st, Strand; Gordon & Son, 51, Lincoln's-inn-fields, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 30

LLANDUDNO BRICK CO, LIMITED—Petn for winding up, presented Jan 16, directed to be heard on Feb 1. Kennedy & Co, 1, Clement's inn, Strand, agents for Bellis, Llandudno, solor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 31

LUCAS BROTHERS, LIMITED—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Leigh Harrold Elkington, Newhall st, Birmingham. Beale & Co, Birmingham, solors to liquidator

MOSS LITTER AND PEAT INDUSTRIES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Harry F. Stone, 11, Queen Victoria st

MYSORE EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Frank Henry Satchwell, 15 and 16, George st, Mansion House. Dixon & Co, Savoy mansions, solors to liquidators

NEWMARKET BREWERIES AND WHITE HART HOTEL CO, LIMITED—Petn for winding up, presented Jan 20, directed to be heard on Monday, Feb 1. Albert Myers, 3, South sq, Gray's inn, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 30

NEWS DISTRIBUTION CO, LIMITED—Petn for winding up, presented Jan 21, directed to be heard on Feb 1. Dennison & Co, 71, Gracechurch st. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Jan 30

SALFORD PRINTING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Bowden & Widdowson, 19, Brazennose st, Manchester

WEST INDIAN AND BRITISH GUIANA ICE CO, LIMITED—By an order made by Romer, J (acting for Vaughan Williams, J), dated Jan 11, it was ordered that the voluntary winding up of the company be continued. Stammers, Basinghall st, solor for petner

UNLIMITED IN CHANCERY.

BRIGHTON MARINE PALACE AND PIER CO—Petn for winding up, presented Jan 15, directed to be heard on Feb 1. Rossiter, 37, Coleman st, petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Jan 30

CROWN PERMANENT BENEFIT BUILDING SOCIETY—Creditors are requested, on or before March 1, to send the particulars of their claims to Botterell & Roche, 23, St Thomas st, Sunderland

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

S. H. SWIRE & CO, LIMITED—Petn for winding up, presented Jan 19, directed to be heard at St George's Hall, Liverpool, on Monday, Feb 1, at 10.30. Hardings & Co, 69, Princess st, Manchester, agents for Whitworth, Ashton under Lyne, solor to petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Jan 30

London Gazette.—TUESDAY, Jan. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACME AND IMMISCH ELECTRIC WORKS, LIMITED—Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts or claims, to Mr E. Wilding, 2, Clement's inn, Strand. Ward & Co, Gracechurch st, solors for the liquidators

ANGLO-FRENCH (COLONIAL) MINING TRUST, LIMITED—Petn for winding up, presented Jan 22, directed to be heard on Monday, Feb 8. Linklater & Co, 2, Bond ct, Walbrook, petner's solors. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Feb 6

BRICE & CO, LIMITED—Petn for winding up, presented Jan 22, directed to be heard Feb 8. Le Brasseur & Oakley, 12, New ct, Lincoln's inn, agents for Stone & Co, Bath, solors for the petners. Notice of appearing must reach Le Brasseur & Oakley not later than 6 o'clock in the afternoon of Feb 6

BRICE & CO, LIMITED—Petn for winding up, presented Jan 22, directed to be heard on Feb 8. Bower & Co, 4, Bream's bldgs, Chancery lane, agents for Wright & Son, Leicester, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

GOLDEN PLUM CONSOLIDATED GOLD MINES, LIMITED—Petn for winding up, presented Jan 22, directed to be heard on Feb 8. Wilson & Co, 1, Copthall bldgs, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 7

HASWELL SHOTTON AND EASINGTON COAL AND COKE CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts and claims, to Richard Henry Holmes, Royal Arcade, Newcastle on Tyne. Ryott & Swan, Newcastle on Tyne, solors to liquidator

HILLS INDIA RUBBER CO, LIMITED—Petn for winding up, presented Jan 6, directed to be heard on Monday, Feb 1. Powell & Burt, 28 and 29, St Swithin's lane, solors for company. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Jan 30

RAIKES HALL PARK GARDENS AND AQUARIUM CO, LIMITED—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Mr John Harrison Robinson, Talbot chmbrs, Talbot sq, Blackpool

SOUTHERN INDIA ALPHA GOLD MINING CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill

FRIENDLY SOCIETIES DISSOLVED.

ANSTY WORKING MEN'S CLUB LAND SOCIETY, LIMITED, Ansty, Leicester. Jan 20

HEART-IN-HAND CLUB, Schoolroom, Renhold, Bedford Jan 19

ODDFELLOWS LOYAL MUMBLE LODGE, Friendly Society, Mumbles, Glamorgan. Jan 20

UNITED SISTERS FRIENDLY SOCIETY, Schoolroom, Burbage, Hinckley, Leicester Jan 19

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 19.

JONES, FREDERICK ROBERT, Lane Ends, Crossland Moor, Huddersfield, Gent Feb 1 Jones v Jones, North, J Reed, Huddersfield

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 22.

RECEIVING ORDERS.

AMBLER, GEORGE, Allonby, Cumberland, Hotel Proprietor Carlisle Pet Jan 20 Ord Jan 20

BARFF, EDWARD DIONYSIUS, Eastcheap High Court Pet Jan 19 Ord Jan 19

BAX, MARTHA, Finsbury Park rd High Court Pet Jan 19 Ord Jan 19

BAX, MARY ALICE, Weston super Mare Bridgwater Pet Jan 19 Ord Jan 19

BESTE, H, New Broad st, Merchant High Court Pet Dec 7 Ord Jan 18

BILTON, ATKINSON, Kingston upon Hull Contractor Kingston upon Hull Pet Jan 19 Ord Jan 19

BLACKBURN, THOMAS, Burmantofts, Leeds, Butcher Leeds Pet Jan 18 Ord Jan 18

BOYD, GEORGE CRAWFORD, Sheffield, Tailor Sheffield Pet Jan 18 Ord Jan 18

BROOK, WILLIAM EDWARD, Ossett, Yorks, Joiner Dewsbury Pet Jan 19 Ord Jan 19

BROWN, ANNIE LYELL, and IDA JANE STEWART, Carlisle, Costumiers Carlisle Pet Jan 5 Ord Jan 18

BUSH, HENRY, Old Jewry High Court Pet Dec 21 Ord Jan 19

CHATTOCK, FRANCES ELLEN, Old Broad st, Metal Merchant High Court Pet Dec 19 Ord Jan 19

CROCKER, ALFRED, Newport, Mon, Merchant Newport, Mon Pet Jan 9 Ord Jan 20

CROUCHER, WILLIAM HENRY, Kidderminster, Tobacconist Kidderminster Pet Jan 20 Ord Jan 20

FAULKNER, FREDERICK GEORGE, Lilypot lane, Noble st, Silk Agent High Court Pet Dec 21 Ord Jan 15

FISON, WILLIAM LORIMER, Stowmarket, Suffolk Bury St Edmunds Pet Jan 20 Ord Jan 20

GARTHWAITE, GEORGE, Kirkheaton, nr Huddersfield, Licensed Victualler Huddersfield Pet Jan 19 Ord Jan 19

GILLMAN, THOMAS, Deal, Kent, Baker Canterbury Pet Jan 19 Ord Jan 19

HANDY, HERBERT, Newport, Mon Newport, Mon Pet Jan 20 Ord Jan 20

HORNE, ALBERT JAMES, Summertown, Oxford, Carpenter Oxford Pet Jan 20 Ord Jan 20

HUTCHINSON, ROBERT GREENWOOD, Nether Staveley, Westmorland, Farmer Kendal Pet Jan 9 Ord Jan 19

JONES, ROBERT HENRY, Waterbeach, Cambs, Grocer Cambridge Pet Jan 9 Ord Jan 20

KADEBY, ALBERT PROCTER, Bradford, Yorks, House Furnisher, &c Bradford Pet Jan 15 Ord Jan 15

LAKE, JAMES, Hunworth, Norfolk, Farmer Norwich Pet Jan 1 Ord Jan 19

MACPHERSON, JAMES, Aberystwith, Draper Aberystwith Pet Jan 19 Ord Jan 19

MADDOCK, THOMAS, Newcastle under Lyme, Builder Hanley Pet Jan 19 Ord Jan 19

PICKERING, GEORGE, Middlesborough, Innkeeper Stockton on Tees Pet Jan 19 Ord Jan 19

RAILTON, THOMAS, Coatham, Yorks, Cabinet Maker Stockton on Tees Pet Jan 18 Ord Jan 18

REES, WILLIAM, Aldersgate st High Court Pet Jan 19 Ord Jan 19

RICHMOND, JAMES, Leven, Yorks, Farmer Kingston upon Hull Pet Jan 18 Ord Jan 18

ROBINSON, JOHN WILLIAM, Horsforth, nr Leeds Leeds Pet Jan 18 Ord Jan 18

ROSE, TOM FRENCH, Blandford, Dorsets, Bootmaker Dorchester Pet Jan 19 Ord Jan 19

WHITE, JOSEPH, Fritwell, Oxfords, Wheelwright Oxford Pet Jan 18 Ord Jan 18

WHITE, RICHARD, Reading Reading Pet Jan 16 Ord Jan 16

WINNALL, JOSEPH CLYMER, Kidderminster, Grocer Kidderminster Pet Jan 19 Ord Jan 19

YOULE, ALFRED PHILLIPS, Croydon Croydon Pet Dec 9 Ord Jan 20

FIRST MEETINGS.

ADAMS, ARTHUR ROBERT, Dover, Bookbinder Jan 29 at 9.30 Off Rec, 75, Castle st, Canterbury

BARNARD, CHARLES TURNER, Oulton Broad, Suffolk, Smackowner Jan 30 at 12 Off Rec, 8, King st, Norwich

BASTER, FREDERICK GEORGE, Lowestoft, Boat Builder Jan 30 at 12.30 Off Rec, 8, King st, Norwich

BELL, JOHN GEORGE, South Shields Feb 1 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

BLOOMFIELD, DANIEL, Uggeshall, Suffolk, Miller Jan 30 at 1 Off Rec, 8, King st, Norwich

CHILTON, ARTHUR THOMAS, Bow Jan 29 at 11 Bankruptcy bldgs, Carey st

CRISCHER, WILLIAM JAMES, Bournemouth, Builder Jan 30 at 12.45 South Western Hotel, Bournemouth

COPLEY, FRED AUGUSTINE, Heaton Norris, Lancs, Schoolmaster Feb 3 at 12.30 Off Rec, County chmbrs, Market pl, Stockport

DAVIES, DAVID, Cardiff, Labourer Feb 1 at 11 Off Rec, 29, Queen st, Cardiff

DEXTON, ERNEST, Accrington, Commission Agent Feb 10 at 1 County Court house, Blackburn

DOLBEN, ARTHUR, Penarth Feb 2 at 11.30 Off Rec, 29, Queen st, Cardiff

EVANS, THOMAS JOHN, and EVAN EDGAR EVANS, Bridgend Glam, Newspaper Proprietors Feb 2 at 11 Off Rec, 29, Queen st, Cardiff

FERRIOLI, ERNEST, High Holborn Jan 22 at 12 Bankruptcy bldgs, Carey st

GAUNTLETT, HENRY, Cosham, Hants, Yeoman Feb 2 at 3 Off Rec, Cambridge junct, Portsmouth

GIBSON, JAMES, Leeds Feb 1 at 11 Off Rec, 22, Park row, Leeds

GLOVER, CHARLES WILLIAM, Leeds, General Dealer Feb 2 at 11 Off Rec, 22, Park row, Leeds

MAXWELL, WILLIAM, Waterloo, nr Blyth, Joiner Feb 2 at 10.30 Off Rec, 30, Mosley street, Newcastle on Tyne

MITCHINSON, JOSEPH, Potts, nr Northallerton, Farmer Feb 3 at 3 Off Rec, 8, Albert rd, Middlesborough

MOORES, WILLIAM HENRY, Blackpool, Hypnotist Feb 5 at 2.30 Off Rec, 14, Chapel st, Preston

NORTH, CHARLES WILSON, Doncaster, Cattle Dealer Jan 29 at 2.30 Off Rec, Figtree la, Sheffield

PARK, JOHN, Cockermouth, Cumberland, Licensed Victualler Feb 4 at 1 Court House, Cockermouth

PAYNE, CHARLES, Bridgwater, Somerset, Licensed Victualler Jan 29 at 11 Mr Tamlyn, High st, Bridgwater

PICKERING, JOHN, Didsbury, Chemist's Assistant Feb 3 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

RAWLINGS, ABSALOM, Drybrook, Glos, Collier Feb 2 at 11 Off Rec, Station rd, Gloucester

REES, WILLIAM, Aldersgate st Feb 3 at 12 Bankruptcy bldgs, Carey st

SLATER, ARTHUR, Derby, Fitter Jan 29 at 11 Off Rec, 40, St Mary's gate, Derby

STEELE, ROBERT ALLEN, Salford, Lancs, Canvasser Jan 29 at 3 Off Rec, Byrom st, Manchester

STOKES, FREDERICK, Didsbury, Lancs, House Painter Feb 3 at 12 Off Rec, County chmbrs, Market pl, Stockport

TOOGOOD, WILLIAM CUTTING, Gt Grimsby, Provision Dealer Jan 30 at 11 Off Rec, 15, Osborne st, Gt Grimsby

WALLACE, WELBYE, Brighton, Hotel Manager Feb 1 at 3 Off Rec, 4, Pavilion bldgs, Brighton

WORCESTER, ARTHUR, Fishburn, Durham, Porter Feb 3 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

AMBLER, GEORGE, Allonby, Cumberland, Hotel Proprietor Carlisle Pet Jan 19 Ord Jan 20

BARFF, EDWARD DIONYSIUS, Eastcheap High Court Pet Jan 19 Ord Jan 19

BILTON, ATKINSON, Kingston-upon-Hull, Contractor Kingston-upon-Hull Pet Jan 19 Ord Jan 19

BLACKBURN, THOMAS, Burmantofts, Leeds, Butcher Leeds Pet Jan 18 Ord Jan 18

BOYD, GEORGE CRAWFORD, Sheffield, Tailor Sheffield Pet Jan 18 Ord Jan 18

BROOK, ARTHUR WILLIAM, Holborn Viaduct High Court Pet Sept 29 Ord Jan 19

BROOK, WILLIAM EDWARD, Ossett, Yorks, Joiner Dewsbury Pet Jan 19 Ord Jan 19

COHEN, NATHANIEL, Newbury st, Stationer High Court Pet Nov 26 Ord Jan 19

CROUCHER, WILLIAM HENRY, Kidderminster, Tobacconist Kidderminster Pet Jan 20 Ord Jan 20

DOLBEN, ARTHUR, Penarth, Glam Cardiff Pet Jan 11 Ord Jan 13

FISON, WILLIAM LORIMER, Stowmarket, Suffolk Bury St Edmunds Pet Jan 20 Ord Jan 20

GARTHWAITE, GEORGE, Kirkheaton, nr Huddersfield Licensed Victualler Huddersfield Pet Jan 19 Ord Jan 19

HORNE, ALBERT JAMES, Summertown, Oxford, Carpenter Oxford Pet Jan 19 Ord Jan 20

JOHNSTON, PETER, Wolverhampton Wolverhampton Pet Jan 13 Ord Jan 20

MORRIS, SARAH LEES, Gt Bridge, Staffs, Grocer West Bromwich Pet Nov 19 Ord Jan 18

PICKERING, GEORGE, Middlesborough, Innkeeper Stockton on Tees Pet Jan 19 Ord Jan 19

RAILTON, THOMAS, Coatham, Yorks, Cabinet Maker Stockton on Tees Pet Jan 18 Ord Jan 18

RICHMOND, JAMES, Leven, Yorks, Farmer Kingston upon Hull Pet Jan 18 Ord Jan 18

ROBINSON, JOHN WILLIAM, Horsford, nr Leeds Leeds Pet Jan 18 Ord Jan 18

ROMNEY, ELISA JANE, North Malvern, Worcs Worcester Pet Nov 19 Ord Jan 6

ROSE, TOM FRENCH, Blandford, Dorset, Bootmaker Dorchester Pet Jan 12 Ord Jan 19

SANDON, ALFRED GEORGE, Merton, Builder Croydon Pet Dec 19 Ord Jan 18

SOMERSET, HENRY EDWARD BRUDENELL, Stapleton, Glouc Bristol Pet Dec 11 Ord Jan 19

STEELE, ROBERT ALLEN, Salford, Lancs, Canvasser Salford Pet Jan 15 Ord Jan 18

WADE, JAMES, Old Trafford, Civil Engineer Salford Pet Nov 27 Ord Jan 19

WARBURTON, THOMAS, Gt Barr, Staffs, Commission Agent Walsall Pet Jan 5 Ord Jan 19

WARD, EDMUND, Croydon, Plumber Croydon Pet Dec 29 Ord Jan 16

WHITE, RICHARD, Reading Reading Pet Jan 16 Ord Jan 16

ADJUDICATION ANNULLED.

THOMPSON, STEPHEN CHESTERS, Manchester, out of business Manchester Adjud May 3, 1894 Annul Jan 13, 1897

London Gazette.—TUESDAY, Jan. 26.

RECEIVING ORDERS.

ARMSTRONG, JAMES, Neath, Glam, Farmer Neath Pet Jan 8 Ord Jan 22

BATEMAN, WILLIAM, Wolfscastle, Pembrokes, Farmer Pembroke Dock Pet Jan 13 Ord Jan 22

BATES, WILLIAM JEFFREY, Luton, Beds, Tea Dealer Luton Pet Jan 21 Ord Jan 21

BRADLEY, WILLIAM, Nelson, Lancs, Tripe Dealer Burnley Pet Jan 22 Ord Jan 23

BRAMHALL, JOHN HENRY, Scarborough, Confectioner Wakefield Pet Jan 6 Ord Jan 21

BUTTERFIELD, EMMA, Norwich, Grocer Norwich Pet Sept 12 Ord Jan 22

DALTON, EDWARD, Bamford, Derbys, Innkeeper Stockport Pet Jan 22 Ord Jan 22

DEVRIES, DANIEL COLEMAN, Brighton High Court Pet Jan 23 Ord Jan 23

EDWARDS, HENRY, Birmingham Birmingham Pet Jan 19 Ord Jan 18

EDWARDS, JAMES, Brierly, nr Ruardean, Glos, Collier Gloucester Pet Jan 23 Ord Jan 23

FLETCHER, A MOSLEY, Old Jewry High Court Pet Jan 6 Ord Jan 22

FRISBY, THOMAS WILLIAM, Northampton, Shoe Manufacturer Northampton Pet Jan 23 Ord Jan 23

GARDNER, ROBERT, Dallington, Northamptons, Baker Northampton Pet Jan 23 Ord Jan 23

GIBBINGS, EDWARD WILLIAM, Bond st High Court Pet Nov 30 Ord Jan 22

GOLDSTEIN, BARNETT, Spitalfields, Baker High Court Pet Dec 17 Ord Jan 22

GOODMAN, JOHN, Bradden, Northamptons, Farmer Northampton Pet Jan 21 Ord Jan 21

HAWKINGS, NATHANIEL, Barking, Carpenter Chelmsford Pet Jan 18 Ord Jan 18

HEYES, THOMAS, Burnley, Lancs, Billiard Marker Burnley Pet Jan 23 Ord Jan 23

HOLMES, WILLIAM JACKSON, Shap, Westmrld, Innkeeper Carlisle Pet Jan 22 Ord Jan 22

JONES, S T, Ealing Brentford Pet Dec 17 Ord Jan 19

JONES, WILLIAM THOMAS, Aberdare, Undertaker Aberdare Pet Jan 22 Ord Jan 22

MILLER, GEORGE, Milford Haven, Boot Maker Pembroke Dock Pet Jan 18 Ord Jan 23

MORGAN, WILLIAM, sen, Cowbridge, Glam, Butcher Cardiff Pet Jan 21 Ord Jan 21

MORGAN, WILLIAM, Cowbridge, Glam, Draper Cardiff Pet Jan 2 Ord Jan 19

NOAKES, CHARLES, Lewes Lewes Pet Jan 21 Ord Jan 21

OTTLEY, JOHN, Sheerness, Staff Surgeon Rochester Pet Dec 19 Ord Jan 21

PAGE, WILLIAM, Gt Portland st High Court Pet Dec 18 Ord Jan 20

PEPPER, JAMES WILLIAM, Leicester, Cabinet Maker Leicester Pet Jan 21 Ord Jan 21

ROBINSON, ALICE, Canonbury High Court Pet Nov 23 Ord Jan 21

ROBINSON, JAMES, SAM BRADLEY ROBINSON, and JOHN RICHARD ROBINSON, Halifax, Silk Spinners Halifax Pet Jan 21 Ord Jan 21

SKINNER, ISAAC, Sidmouth, Devon, Butcher Exeter Pet Jan 21 Ord Jan 21

STEPHENS, JAMES SAMUEL, Walthamstow, Boot Dealer High Court Pet Jan 21 Ord Jan 21

SUTTON, HERBERT MANN, Bury, Hosier Bolton Pet Jan 23 Ord Jan 23

TOMPKINGS, GEORGE HEBBARD, Plymouth, Greengrocer Plymouth Pet Jan 23 Ord Jan 23

TUCKER, HENRY, and GEORGE JOHN TUCKER, Bridport, Dorset, Twine Manufacturers Dorchester Pet Jan 22 Ord Jan 22

WAIGHT, HENRY BYATT, and JAMES WAIGHT, Portland, Dorset, Builders Dorchester Pet Jan 23 Ord Jan 23

WATLEN, CLAUDE, Earl's Court rd, Clerk High Court Pet Nov 2 Ord Jan 21

WILMOT, B SIDNEY, Tunbridge Wells, Farmer Tunbridge Wells Pet Nov 27 Ord Jan 20

WRIGHT, JAMES RICHARD, Watford, Licensed Victualler St Albans Pet Dec 9 Ord Jan 20

FIRST MEETINGS.

ASHBY, GEORGE ASHBY HERMAN, Wimbledon Feb 9 at 11.30 24, Railway app, London bridge

ASHFOLD, FREDERICK GEORGE, Plymouth, Baker Feb 2 at 11 10, Athenæum ter, Plymouth

BARFF, EDWARD DIONYSIUS, Eastcheap Feb 2 at 11 Bankruptcy bldgs, Carey st

BAX, MARTHA, Dartford, Kent Feb 4 at 2.30 Bankruptcy bldgs, Carey st

BAX, MARY ALICE, Weston super Mare Feb 2 at 11 Mr Tamlyn, High st, Bridgwater

BESTE, H, New Broad st, Merchant Feb 2 at 12 Bankruptcy bldgs, Carey st

BILTON, ATKINSON, Kingston upon Hull, Contractor Feb 3 at 11 Off Rec, Trinity House lane, Hull

BLACKBURN, THOMAS, Leeds, Butcher Feb 3 at 11 Off Rec, 22, Park row, Leeds

BROOK, WILLIAM EDWARD, Ossett, Yorks, Joiner Feb 2 at 11 Off Rec, Bank chmbrs, Batley

BUMSTEAD, STEPHEN, Hastings, Fisherman Feb 8 at 2.30 Young & Sons, Bank bldgs, Hastings

BUSH, HENRY, Old Jewry Feb 4 at 12 Bankruptcy bldgs, Carey st

CHATTOCK, FRANCES ELLEN, Old Broad st, Metal Merchant Feb 2 at 2.30 Banbruptcy bldgs, Carey st

GARTHWAITE, GEORGE, Kirkheaton, nr Huddersfield, Licensed Victualler Feb 4 at 11 Off Rec, 19, John William st, Huddersfield

HALL, WILLARD, Saville row, Burlington grdns Feb 2 at 2.30 Bankruptcy bldgs, Carey st

HEWES, ALFRED WILLIAM, Forest Hill, Baker Feb 3 at 12 24, Railway app, London Bridge

HORNE, ALBERT JAMES, Oxford, Carpenter Feb 4 at 12 Bankruptcy Office, 1, St Aldate's Oxford

KADEBY, ALBERT PROCTER, Bradford, Yorks, House Furnisher Feb 3 at 11 Off Rec 31, Manor row, Bradford

KIRKPATRICK, JOHN HARRY, Denton, Lancs Feb 2 at 2.30 Off Rec, Byrom st, Manchester

MANSERGH, EDWARD SWANN, Bloomsbury, Surveyor Feb 2 at 12 Bankruptcy bldgs, Carey st

MIDDLETON, JOSEPH, Gt Grimsby, Fish Merchant Feb 4 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby

MOORE, WALTER, Birmingham, Lampmaker Feb 4 at 11 23, Colmore row, Birmingham

NELSON & Co, Old Scotland yd, Wine Merchants Feb 3 at 12 Bankruptcy bldgs, Carey st

NEWEY, ALBERT EDWARD, Chorlton upon Medlock, Manchester, Plumber Feb 2 at 3 Off Rec, Byrom st, Manchester

ORD, THOMAS, Wylam, Northumberland, Farmer Feb 3 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

PICKETT, CHARLES, New Cross rd Feb 4 at 12 Bankruptcy bldgs, Carey st

POWELL, ALBERT VICTOR, Selly Oak, Worcestershire, Ironmonger Feb 5 at 11 23, Colmore row, Birmingham

PRYER, CHARLES HENRY HUNT, Ipswich, Grocer Feb 5 at 2.30 Bankruptcy bldgs, Carey st

ROBINSON, JAMES, ROBINSON, SAM BRADLEY ROBINSON, and JOHN RICHARD ROBINSON, Halifax, Silk Spinners Feb 3 at 11 Off Rec, Halifax

RIDINGS, W B, Birmingham, Electrical Engineer Feb 3 at 11 23, Colmore row, Birmingham

SUTTON, HERBERT MANN, Bury, Lancs, Hosier Feb 5 at 10.30 16, Wood st, Bolton

WEBBER, WILLIAM, Birmingham, Farmer Feb 2 at 11 23, Colmore rd, Birmingham

WEDGWOOD, ROBERT, Stockton on Tees, Baker Feb 10 at 3 Off Rec, 8, Albert rd, Middlesborough

WHITE, JOSEPH, Fritwell, Orfords, Wheelwright Feb 3 at 3.15 White Lion Hotel, Banbury
WHITE, RICHARD, Reading, Berks Feb 2 at 2 Waverley Hotel, Bournemouth
WILSON, HARRAP, George st, Portman sq, Licensed Victualler Feb 4 at 2.30 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of Jan. 22:

BARNARD, CHARLES TURNER, Oulton Broad, Suffolk, Smackowner Jan 30 at 12 Off Rec, 8, King st, Norwich

ADJUDICATIONS

ARRIDGE, JOHN, Bangor, Boot Dealer Bangor Pet Nov 27 Ord Jan 21
AUTHERS, ABRAHAM, Cardiff, Turf Agent Cardiff Pet Jan 21 Ord Jan 22
BATES, WILLIAM JEFFERY, Luton, Tea Dealer Luton Pet Jan 20 Ord Jan 21
BAX, MARY ALICE, Weston super Mare Bridgwater Pet Jan 19 Ord Jan 22
BRADLEY, WILLIAM, Nelson, Lancs, Tripe Dealer Burnley Pet Jan 22 Ord Jan 23
BRAMHALL, JOHN HENRY, Scarborough, Confectioner Wakefield Pet Jan 6 Ord Jan 21
CHATTOCK, FRANCES ELLEN, Old Broad st, Metal Merchant High Court Pet Dec 18 Ord Jan 20
CROCKER, ALFRED, Newport, Mon, Merchant Newport, Mon Pet Dec 23 Ord Jan 21
DALTON, EDWARD, Bamford, Derbyshire, Innkeeper Stockport Pet Jan 20 Ord Jan 22
DEFRIES, DANIEL COLEMAN, Brighton High Court Pet Jan 23 Ord Jan 23
EDWARDS, HENRY, Birmingham Birmingham Pet Jan 18 Ord Jan 20
EDWARDS, JAMES, Brierly, nr Ruardean, Glos, Collier Gloucester Pet Jan 23 Ord Jan 23
EISENHOFER, ANTHONY AUGUSTUS, Twickenham, Tutor Brentford Pet Dec 7 Ord Jan 20
FAULKNER, FREDERICK GEORGE, Lilypot lane, Noble st Silk Agent High Court Pet Dec 21 Ord Jan 21
FRISBY, THOMAS WILLIAM, Northampton, Shoe Manufacturer Pet Jan 23 Ord Jan 23
GARDNER, ROBERT, Dallington, Northamptons, Baker Northampton Pet Jan 22 Ord Jan 22
HALL, WILLARD, Savile row, Burlington grdns High Court Pet Dec 14 Ord Jan 23
HEYES, THOMAS, Burnley, Lancs, Billiard Marker Burnley Pet Jan 23 Ord Jan 23
JONES, ROBERT HENRY, Waterbeach, Cambridge, Grocer Cambridge Pet Jan 9 Ord Jan 21
JONES, WILLIAM THOMAS, Aberdare, Undertaker Aberdare Pet Jan 22 Ord Jan 22
LAKE, JAMES, Hunworth, Norfolk, Farmer Norwich Pet Dec 31 Ord Jan 23
LANCE, JAMES WILLIAM, Mantague pl, Russell sq, Commission Agent High Court Pet Nov 5 Ord Jan 20
MANSERGH, EDWARD SWANN, Hart st, Bloomsbury, Surveyor High Court Pet Nov 26 Ord Jan 23
MOORE, WALTER, Birmingham, Lampmaker Birmingham Pet Jan 9 Ord Jan 23
PEPPER, JAMES WILLIAM, Leicester, Cabinet Maker Leicester Pet Jan 20 Ord Jan 21
PIMBURY, ERNEST FRANCIS HASTINGS, Fore st, Woollen Agent High Court Pet Dec 15 Ord Jan 21
PRYER, CHARLES HENRY HUNT, Ipswich, Grocer High Court Pet Dec 7 Ord Jan 20
ROBINSON, JAMES, SAM BRADLEY ROBINSON, and JOHN RICHARD ROBINSON, Halifax, Silk Spinners Halifax Pet Jan 21 Ord Jan 23
SKINNER, ISAAC, Sidmouth, Butcher Exeter Pet Jan 20 Ord Jan 21
STEPHENS, JAMES SAMUEL, Walthamstow, Boot Dealer High Court Pet Jan 21 Ord Jan 21
STEVENS, SIDNEY MACKENZIE, Bexhill, Engraver Hastings Pet Nov 27 Ord Jan 21
STOCKDALE, HORACE EDWARD, Cardiff, Dealer Cardiff Pet Jan 1 Ord Jan 19
STOTTER, JOHN, Walthamstow, Brickmaker High Court Pet Dec 19 Ord Jan 20
SUTTON, HERBERT MANN, Bury, Lancs, Hosier Bolton Pet Jan 22 Ord Jan 23
TAYLOR, WILLIAM JOHN, Brixton, Auctioneer High Court Pet Dec 9 Ord Jan 21
THOMAS, HENRY GEORGE, Clifton, Bristol Bristol Pet Dec 22 Ord Jan 22
THOMPSON, CHARLES, Bishop Burton, Yorks, Farmer Kingston upon Hull Pet Dec 14 Ord Jan 22
TOMPKINGS, GEORGE HEBBARD, Plymouth, Greengrocer Plymouth Pet Jan 23 Ord Jan 23
TUCKER, HENRY, and GEORGE JOHN TUCKER, Bridport, Dorset, Twine Manufacturers Dorchester Pet Jan 22 Ord Jan 22
VAUTIER, FREDERICK GASTON ROBERT, Christchurch, Hants, Wine Merchant Poole Pet Dec 30 Ord Jan 23
WAIGHT, HENRY BYATT, and JAMES WAIGHT, Portland, Dorset, Builders Dorchester Pet Jan 23 Ord Jan 23
WEBBER, WILLIAM, Birmingham, Farmer Birmingham Pet Jan 13 Ord Jan 21
WELLS, WILLIAM, Crouch hill, Finsbury Park, Builder High Court Pet Dec 8 Ord Jan 21

ADJUDICATIONS ANNULLED.

BUCKMASTER, TWIDELL WILLIAM, Cranfield, Beds, Farmer Bedford Adjud Sept 24, 1886 Annul Jan 21, 1897
NEAT, ALBERT EDWARD, Westbury, Wilts, Painter Frome Adjud Dec 20, 1894 Annul Jan 19, 1897
VENN, HENRY GAMBIER, Whitton, Suffolk, Gent Ipswich Adjud Oct 22, 1888 Annul Jan 20, 1897

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